

Beacon Academy  
Contract  
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# EDUCATIONAL RESOURCE CONSULTANTS OF OHIO

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## EDUCATIONAL RESOURCE CONSULTANTS OF OHIO

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This **CONTRACT** is entered into by and between the Education Resource Consultants of **Ohio (Sponsor)** and the governing authority of Beacon Academy, an Ohio public community school established as a public benefit corporation under Chapter 1702 of the Ohio Revised Code, if established after April 8, 2003 or a nonprofit corporation under Chapter 1702 of the Ohio Revised Code if established prior to April 8, 2003 (**School Governing Authority**).

WHEREAS Chapter 3314 of the Ohio Revised Code permits the formation and operation of public community schools;

WHEREAS the **Sponsor** has been approved as a sponsor by the Ohio Department of Education and has entered into a written agreement with the Department authorizing sponsorship under Chapter 3314 of the Ohio Revised Code;

WHEREAS the **School Governing Authority** is an Ohio public benefit corporation (or Ohio non-profit corporation) with its principal place of business located in Stark County, Ohio;

WHEREAS Ohio law requires the **School Governing Authority** and the **Sponsor** to enter into a preliminary agreement to authorize and create a community school;

WHEREAS the **School Governing Authority** and the **Sponsor** wish to state or restate the **School's** Agreement adopted on or before March 15 to operate an Ohio community school and the **Governing Authority's** obligation to carry out all provisions of this Contract and the **Sponsor's** Agreement to sponsor the **School**; and

WHEREAS the **School Governing Authority** and the **Sponsor** entered into a contract setting out the terms of this Agreement on or before May 15.

NOW THEREFORE, the **School Governing Authority** and the **Sponsor** enter into this Contract with the following terms and conditions. All Attachments to this Contract are incorporated by reference and made a part of this Contract as essential to it.

### ARTICLE I

#### Start-Up or Continuing Start-Up or Conversion Community School

- 1.1 **Creation of Community School.** The School Governing Authority and the Sponsor agree that the School Governing Authority may create and operate a community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. The School Governing Authority is responsible for carrying out all provisions of the Sponsorship Agreement.
- 1.2 **Start-Up or Continuing Start-Up or Conversion Community School.** The School Governing Authority and the Sponsor agree that the School is a continuing start-up, , new start-up, , or  conversion of existing public school or educational service center building (*check one*) Ohio public community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. If it is a conversion school, any duties or responsibilities of an employee that the board of education or service center governing board is delegating to the School Governing Authority must be specified in ATTACHMENT 1. The delegation to all or any specified group of employees must not be prohibited by any applicable collective bargaining agreement.
- 1.3 **Good Standing.** The School shall maintain in good standing its status as a non-profit corporation, if established prior to April 8, 2003 or its status as a public benefit corporation, if established after April 8, 2003.
- 1.4 **Tax Exempt Status.** The School may, but is not required to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Any change in the tax status of the School must be reported in writing to the Sponsor within five (5) business days after notice of such change to the School, with a copy of such official/governmental notice or letter.
- 1.5 **Corporate Documents.** The School's Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number, Code of Regulations, IRS Determination Letter (if any) are attached as part of ATTACHMENT 1. The Organization Chart is attached as part of ATTACHMENT 6. Any changes or updates in any of these documents must be reported in writing to the Sponsor prior to the effective date of such changes, together with a copy of all documents and filings. The Governing Authority must meet the strategic goals relating to board Annual Performance Report and Renewal Evaluation Rubric and complete a self-evaluation of its progress. The School's self-evaluation is attached as part of ATTACHMENT 1
- 1.6 **Autonomy of School.** Sponsor establishes and recognizes the autonomy of the School, including its authority over educational programming, staffing, budgets, and scheduling.

**ARTICLE II**  
**Sponsor Obligations**

- 2.1 For and in consideration of three percent (3%) of all funds received by the School from the State of Ohio, including state start-up grants, but excluding federal funds, the

**Sponsor** shall provide the oversight required by law. Payments to the **Sponsor** shall be made by monthly automatic transfer to the general fund of the **Sponsor** and the **School** agrees to sign documentation necessary to accomplish such automatic transfer. The **Sponsor** shall provide oversight and guidance to the **School Governing Board** including, but not limited to, the following:

- (a) Monitor the **School's** compliance with applicable law and the terms of this Contract.
- (b) Monitor and evaluate the academic and fiscal performance and the organization and operation of the **School** on at least an annual basis.
- (c) Ensure that sufficient resources are available and allocated for appropriate fiscal control, records creation, and records maintenance.
- (d) Report annually the results of its evaluation conducted under section 3314.03(I)(2), Ohio Revised Code, to the Department of Education and to parents of students enrolled in the **School**.
- (e) Provide reasonable technical assistance to the **School** in complying with applicable laws and this Contract provided, however, that **Sponsor** shall not be obligated to give legal advice to **School**.
- (f) Intervene as the **Sponsor** deems necessary in the **School's** operation to correct problems with overall performance including, but not limited to, exercising its right to place the **School** on probation under Revised Code §3314.073 or to suspend or terminate the **School** under Revised Code §3314.07 or §3314.072.
- (g) Prepare and/or require a contingency plan of action in the event the **School** experiences financial difficulties or closes before the end of the **School** year.

### ARTICLE III

#### Governing Authority/Administration

- 3.1 **Governing Authority Members.** The names, home and work addresses (not the address of the **School**), home, work and cellular telephone numbers, electronic mail address, and resumes of the current members of the **School Governing Authority** shall be provided to the **Sponsor** as part of **ATTACHMENT 1**, as well as the **School's** Administrative and Governance Plan, including a description of the process by which future members of the Governing Authority of the **School** shall be selected. The **School Governing Authority** (its Board of Directors) must contain at least five Directors who are not owners or employees, or relatives of owners or employees of any for-profit company that operates or manages the **School** and are not members of a school district

board of education or employees of a school district or educational service center. All members of the **School Governing Authority** must be residents of the State of Ohio and live within 100 miles of the **School**. The **Sponsor** shall be promptly notified of any change in members, directors or trustees of the Board, including notices of new names, addresses, telephone numbers, email addresses, and new resumes. Such notification shall occur prior to the beginning of the member's term.

The **Governing Authority** must provide **Sponsor** with annual verification that there are no findings for recovery against any member of the **Governing Authority**, the operator or any employee.

3.2 **Election of Governing Authority Officers.** The **School Governing Authority** must hold a meeting each year to approve the election of officers, calendar of **School Board** meetings, and **School** calendar. The Code of Regulations must provide for the annual election of officers, of the **Governing Authority** shall annually approve the **School** calendar and annually approve the calendar of **School Board** meetings, with a minimum of six (6) meeting dates per school year between July 1 and June 30. This calendar of **School** board meeting dates approved by the **Governing Authority** must be followed, unless extenuating circumstances including, for example, weather, require a change of schedule. The **School** calendar and calendar of **School Board** meetings must be attached as part of **ATTACHMENT 1**.

3.3 **Training of Governing Authority Members.** All new Board members must undergo a minimum of five (5) hours of Board training within two years with the member's first training within three (3) months of election or appointment to the Board. Such training must be approved by the **Sponsor**. Certifications of Board training for members of the **Governing Authority** must be submitted to the **Sponsor** within ten (10) business days of completion of training.

All **Governing Authority** members, the Fiscal Officer, the Chief Administration Officer and administration employees performing supervisory general administrative services must complete annual training in Public Records and Open Meeting Laws.

All Board members are required to obtain a criminal background check that has no disqualifying offense before the effective date of the member's term. All background checks must be on file with the **School** and available for **Sponsor** inspection prior to the effective date of the member's term.

3.4. **Sponsor Attendance At Board Meetings.** The **Sponsor** shall attend board meetings in person or by teleconference. **The Sponsor will attend a minimum 2 Board meetings per semester, totaling 4 meetings annually.** The **Sponsor** shall have adequate prior written notice of all regular and special meetings, be copied with all agenda, packets, handouts and signed, approved minutes of all meetings of the **School Governing Authority** or its committees. Failure to provide **Sponsor** with adequate notice of changes in schedule of Board meetings may result in imposition of a corrective action plan. All signed, approved Board minutes must be provided within ten (10) business days of approval. The **School** must provide proper public notice for all Board meetings with

copies of such public notice to **Sponsor**. **Sponsor** must receive written notice which may be satisfied by electronic mail to all special meetings at least 48 hours prior to such meetings, or as soon as scheduled, whichever comes first. **Sponsor** must receive written notice which may be satisfied by electronic mail to all emergency meetings at least 24 hours prior to such meetings or as soon as scheduled, whichever comes first. The **School Governing Authority** is encouraged to invite **Sponsor** to attend all executive sessions at Board meetings.

- 3.5 **Conflict of Interest.** The **Governing Authority** shall adopt a Conflict of Interest/Related Party Transaction Policy. The Conflict of Interest policy shall address public officers, ethics and conflict rules and corporate conflict rules. The **Governing Authority** shall require its members to sign a Related Party Disclosure Form disclosing any related parties employed or contracting services to the **School**. The Conflict of Interest/Related Party Transaction Policy and the Related Policy Disclosure Form shall be included in **ATTACHMENT 1**.

Each member of the **Governing Authority** shall complete an annual Disclosure Statement setting forth potential conflicts of interest and names of any immediate relatives or business associates employed within the previous three years by the **Sponsor** or operator, a school district or educational service center that has contracted with the **School** or a vendor that has engaged in business with the community school.

- 3.6 **Chief Administrative Officer.** The Chief Administrative Officer of the **School** will be the position of Superintendent (superintendent, director, lead administrator). At the inception of this Contract, the position will be held by Wandy Rydzanowicz, Educational Group. Any change in the identity and/or role of the Chief Administrative Officer shall be reported to the **Sponsor** prior to the beginning of the term or within five (5) business days, together with the results of that person's recently completed criminal background checks, resume, and references.

The **School Governing Authority** must submit the contract for the **School's** Chief Administrator as part of **ATTACHMENT 6** unless the Chief Administrator is employed by the operator.

- 3.7 **Cooperation with Sponsor Oversight.** The **School Governing Authority** and Administration covenant and agree to cooperate fully with the **Sponsor** in all activities as required by law and by regulations of the Ohio Department of Education for **Sponsor** oversight of the **School** including, but not limited to, the following:

- Opening assurances site visits at least ten (10) days before the first day of school for student instruction and compliance site visits at least two (2) times per year and at times thereafter determined as necessary by the **Sponsor**. The **School** must upload documentation of all verification of compliance information into **Sponsor's** document exchange system and maintain as readily accessible at all times.

- Communications regarding audits by the Auditor of State, communications with ODE area coordinators, and communications with all outside oversight agencies;
- Monthly review of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** no later than the 15<sup>th</sup> of every month for the previous month's financial activity. The reports submitted must include: (1) Cash Fund Report – a listing of all funds used showing the month's and year's activity and balances; (2) Revenue Summary – a listing of all revenue received for the month and for the year; (3) Check Register – a listing of all checks for the month; (4) Cash Reconciliation – a book to bank reconciliation of all cash accounts; (5) Outstanding Purchase Order Detail – a listing of all Purchase Orders created but unpaid (unless the **School Governing Authority** uses an educational management company; and (6) Enrollment Records – in the form of monthly FTEs.
- Signed documentation granting read only to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School** shall be submitted to the **Sponsor** within thirty (3) days of the signing of this charter.
- Prompt response to all appropriate requests for information from **Sponsor**, Ohio Department of Education or other governmental agencies;
- Timely submittal all required and requested data into the **Sponsor** document management system;
- Mandatory attendance at all **Sponsor** training sessions;
- Maintenance of daily attendance sheets, signed and verified by the teacher(s) and Chief Administrative Officer of the **School**;
- Maintenance of high school drop-out recovery status if applicable Non-Applicable
- Adherence to all deadlines established by **Sponsor**;
- Approve annual budget before the close of **School** year and submittal of such annual budget to **Sponsor**; Submittal of all **Governing Authority/School** policies to **Sponsor** and maintenance of up-to-date policy book;
- Upon request by **Sponsor**, **Governing Authority** and **School** shall make available for **Sponsor** review all **School** enrollment data including, but not limited to, attendance records, withdrawals and EMIS reporting; and
- Clear communications with **Sponsor** by **Governing Authority** and prompt response by **Governing Authority** to issues raised by **Sponsor**;
- The number of enrolled students in the **School** who are not receiving special education and related services pursuant to an individualized education program (IEP);
- The number of enrolled students who are receiving special education and/or related services pursuant to an IEP;
- The **School's** base formula amount which is the amount specified as such in the school's financial plan (budget) for the school year;
- For each student enrolled in the school, the school district that the student is entitled to attend under sections 3313.64 and/or 3313.65 of the Ohio Revised Code;
- The number of student suspensions and expulsions and the number of students suspended and expelled;

- All material events, changes, omissions or occurrences which may be required to be reported by the **Sponsor** to the Ohio Department of Education and the **School Governing Authority's** position, cure, or plan of action;
  - Updated asset/inventory list; and
  - All items required to be reported in this Contract.
- 3.8 **Compliance With Requests of Sponsor.** The **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for suspension and termination or nonrenewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Contract), and adequate assurances of cure or actual cure within a period of time acceptable to **Sponsor**.
- 3.9 The **School** administrator, or appropriate representative, shall participate in all **Sponsor** meetings/workshops and shall attend training provided by the **Sponsor** for community school leaders, by the Ohio Department of Education, or by other appropriate groups.
- 3.10 **Appointment of Finance Committee and Internal Audit Committee.** **Sponsor** encourages the **Governing Authority** appoint/elect a Finance Committee that meets before **School** Board meetings to review in detail all financial information and make a recommendation to the **School** Board as to such financial information. **Sponsor** encourages the **Governing Authority** to appoint/elect an Internal Audit Committee for financial oversight and monitoring.
- 3.11 The **School Governing Authority** shall submit, within four months after the end of each school year, to the **Sponsor**, and to the parents of all students enrolled in the **School**, a report of its activities and progress in meeting its academic goals and performance standards and its financial status. The financial status report shall be in such form as is prescribed by the State Auditor. The **Governing Authority** must annually evaluate the performance of the Chief Administrative Officer or operator in the case in which the **Governing Authority** contracts with an operator and of the Treasurer and shall provide **Sponsor** with methodology used for such performance evaluations.
- 3.12 The **Governing Authority** shall adopt an annual budget by October 1 of each year.
- 3.13 **Sponsor** shall evaluate the performance of the **Governing Authority** in reaching specific governing and operational goals under its Annual Performance Report and Renewal Evaluation Rubric.

#### **ARTICLE IV** **Operations**

- 4.1 **Student Transportation.** The **School** shall develop a plan for transportation of students. The **School Governing Authority** will work to assure that transportation of

students is provided in accordance with all provisions of local, state and federal laws, rules and regulations.

- 4.2 **Management by Third Parties.** Should the **School Governing Authority** enter into any contract for management or operation of the **School** or its curriculum or operations, or any portion thereof, such contract must be provided to **Sponsor** in **ATTACHMENT 6**. Should such contract be entered into after execution of this Contract, then it shall require prior written approval by **Sponsor**. Any change of Management Company must be approved by **Sponsor**. All operator information must be maintained and updated in OEDS-R and a copy of the contract between the **School** and operator must be submitted within Epicenter. If the management company provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, then the management company must provide a detailed accounting of the nature and costs of the services it provides to the **School**, acceptable to the Auditor of the State of Ohio.
- 4.3 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution. The **School** shall comply with admission standards of the Ohio Revised Code section 3314.06 and, if applicable, section 3314.061 of the Ohio Revised Code.
- 4.4 **Technology Plan.** A technology plan is no longer required for federal E-Rate Funding.
- 4.5 **Commencement of School Operations.** The **School** shall open for operation not later than September 30<sup>th</sup> of each school year, unless the mission of the **School** is solely to serve dropouts. If the **School** fails to open within one (1) year after the adoption of this Contract, this Contract shall be deemed void and the school may not enter into a contract with any other sponsor.
- 4.6 **Policies and Parent Surveys.** The **School** agrees to have in place all required policies and handbooks, and to keep the same up to date, including but not limited to, a parent involvement policy, and, to perform on an annual basis a parent survey measuring parent satisfaction with the operation of the **School**.
- 4.7 **STEM School.** The **School's Governing Authority** shall indicate whether it is planning to seek designation for the **School** as a STEM School equivalent under R.C. 3326.032.

#### **ARTICLE V** **Compliance With Laws**

- 5.1 **Compliance with State Laws.** The **School** will comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.18, 2313.19, 2921.42, 3301.0710, 3301.0711, 3301.0712, 3301.0714, 3301.0715, 3301.0726, 3301.0729, 3301.948, 3313.472, 3313.50,

3313.534, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.618, 3313.64, 3313.643, 3313.648, 3313.6410, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.713, 3313.716, 3313.717, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3321.241, 3327.10, 4111.17, 4113.52, and 5705.391, and Chapters 102, 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Revised Code as if it were a school district and will comply with section 3301.0714 as specified in section 3314.17 of the Revised Code. The **School** shall comply with sections 3313.61, 3313.611 and 3313.614 of the Revised Code except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the governing authority of the community school rather than the curriculum specified in Title XXXIII of the Revised Code or any rules of the state board of education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in division (C) of section 3313.063 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the state board of education under divisions (J)(1) and (2) of section 3313.603 of the Revised Code. Beginning with the 2018-2019 school year, the school shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education developed by the department under division (J)(3) of section 3313.603 of the Revised Code.

Unless it is an internet or computer-based community school, the **School** will comply with sections 3313.674 and 3313.801 of the Ohio Revised Code as if it were a school district. If the **School** is an internet or community-based school it shall include Blended Learning Model Description in **ATTACHMENT 2**.

The **School** shall comply with R.C. 3313.6021 and 3313.6023 as if it were a school district unless it is either of the following: (1) an internet or computer based school; or (2) a school in which a majority of enrolled students are children with disabilities as described in R.C. 3314.35(A)(4)(b).

The **School** shall also comply with R.C. 3302.04 and 3302.041 to the extent possible, except that any action required by a school district shall be taken by **Sponsor**. The **Sponsor**, however, shall not be required to take any action under R.C. 3302.04(F).

If the **School** operates a preschool program licensed by the department of education under R.C. 3301.52-3301.59, the **School** must comply with R.C. 3301.50-3301.59 and the minimum

standards for preschool programs prescribed in rules adopted by the State board under R.C. 3301.53.

- 5.2 **Compliance With Other Laws.** The School and the School Governing Authority may not carry out any act or ensure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The School is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

**ARTICLE VI**  
**Facility**

- 6.1 **Location of Facility.** The facility to be used for the community school will be maintained at 1379 Garfield Ave., Canton, Ohio 44706

\_\_\_\_\_ . If the facility has been or will be leased, a copy of the lease must be provided to the Sponsor within five (5) business days of execution as part of ATTACHMENT 5. If the facility has been or will be purchased by the School, a copy of the contract of sale and related documents must be approved in writing by the Sponsor and after purchase, provided to the Sponsor with a copy of the recorded conveyance documents within five (5) business days as part of ATTACHMENT 5. The facility will not be changed and the number of square feet used will not be reduced without prior written consent of the Sponsor. Any Lease or mortgage payments must be commercially reasonable and consistent with the budgets given to and approved by Sponsor. In any change of facility, the Sponsor, at its sole discretion, may request maps, plans, revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing or otherwise. The Sponsor shall not be liable for the debts, obligations or business of the School, but may request any reasonable information Sponsor deems necessary to assess adequate planning for facilities.

- 6.2 **Compliance with Health and Safety Standards.** Any facility used for or by the School shall meet all health and safety standards established by law for school buildings. Facilities will be maintained in clean, healthy manner in accordance with all local, state and federal laws and regulations. Copies of all current permits, inspections and/or certificates shall be filed at the School and available for inspection by Sponsor, with copies provided to Sponsor upon request. School recognizes the authority of public health and safety officials to inspect the facilities of the School and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations. The School shall certify all Sponsor assurances required by law, rule or regulation to be sent to the Ohio Department of Education, or after any walkthrough or site visit.

A Certificate of Occupancy must be provided to the Sponsor prior to occupancy. Proof of occupancy shall be satisfied by the School's Governing Authority providing to the

**Sponsor** any permanent, interim or temporary certificate of occupancy issued by the government agency having jurisdiction over the same.

- 6.3 **Description of Facility.** The **Governing Authority** must provide a description of each facility used by the **School** for instruction purposes in **ATTACHMENT 5**. The **School** must provide detail of annual leasing costs paid or in annual mortgage principle and interest paid. The **School** must set forth the identification of the **School's** lender or landlord and disclose any relationship with the **School** operator. If the **School** leases its facility from the **School** operator, **School** must provide independent real estate appraisal. This information must be provided in APPENDIX B.

## **ARTICLE VII**

### **Mission, Educational Plan/Program and Performance Plan**

- 7.1 **Educational Plan/Program.** The **School** has control over and bears responsibility for delivery of the Educational Program, including its Mission, and for attainment of the Performance Standards as set forth in the **School's** Education Plan/Program and the **School's** Performance Plan, the **Sponsor's** assessment and accountability requirements, state wide proficiency and achievement testing and any other standards required by law or the **Sponsor**. The **School's** Educational Plan/Program must meet or exceed Ohio's content standards and must be in accordance with the Mission of the **School**.
- 7.2 **Number of Students.** The **School** will provide learning opportunities to a minimum of Twenty-five (25) students; and for a minimum of Nine Hundred Twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades K-8 and/or serve ages 5-13. The **School** contracted to serve grades NA, and intends to add the additional grades over time until all contracted grades are served. *(if applicable)* The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff), or 300 students, whichever is less. An increase in the number of students may not occur without the prior written consent of the **Sponsor**.
- 7.3 **Continuing Operation.** The **School** shall continue operations by teaching the minimum number of students permitted by this Contract. Failure to continue operation without interruption is grounds for termination of this Contract. Only upon written notification to, and approval by, the **Sponsor** can the **School** calendar be materially changed. A material change shall be defined as any change of five or more consecutive days.
- 7.4 **Curriculum.** The Educational Plan/Program of the **School**, including its mission, goals, characteristics of students, ages and grades of students and focus of curriculum, instructional methods, and alignment with Ohio Academic Standards is attached as part of **ATTACHMENT 2**. The Educational Plan/Program shall be followed and may not be changed without the written consent of the **Sponsor**.

The Educational Plan/Program shall describe the learning opportunities to be offered and shall comply with the criteria for student participation in Chapter 3314.08(L)(2) of the Ohio Revised Code. Learning opportunities may include classroom-based and non-classroom-based, supervised instructional and educational activities and any blended instructional delivery as defined in the **School's** Education Plan/Program and must also detail any preschool, computer-based, or approved 22+ Adult High School Diploma program requirements. **(ATTACHMENT 2)** Learning opportunities must be: (1) provided by or supervised by a licensed teacher; (2) goal oriented; and (3) certified by a licensed teacher as meeting the criteria established for completing the learning opportunity. All learning opportunities must meet the criteria for student participation established under section 3314.08(H)(2), Ohio Revised Code.

If the **School** uses an Educational Plan/Program that includes blended learning, the **School** must include the following in **ATTACHMENT 2**; (1) indicate that it uses a blended learning model; (2) describe how student instruction needs will be determined and documented; (3) set forth the method used to determine competency, grant credit and promote students; (4) set forth attendance requirements; (5) describe how student progress will be monitored; (6) describe how private student data will be protected; and (7) indicate teacher professional development that will be offered.

- 7.5 **Performance Standards, Achievement Tests, Value-Added Assessments, Other Assessments and Standards.** Sponsor will rate each **School** on a 4-point rubric scale in each of the following categories: (1) Academic Performance, (2) Educational Factors, and (3) Site Visit Compliance. The three scores will be averaged and the resulting score is known as the Yearly Average performance score (YA). The YA score for two of three consecutive years must be a minimum of 2.50 to remain in good standing. If the score falls below 2.50, the **School** will be placed on Academic Probation. If the **School** receives a second YA score below 2.50 within the following 2-year period, the **School** is subject to termination, **Sponsor** retains the right to grant exceptions in certain circumstances, including but not limited to: change of leadership, adoption of a new curriculum, or implementation of a new behavior management program.

The **School** shall be subject to and comply with all requirements relating to the State assessment and accountability system, including proficiency rates on State assessments, student academic growth, graduation rates, attendance, and post-secondary enrollment if applicable. The **School's** student performance shall be compared to the State, to schools serving a similar population, and/or to schools in the same geographic area. In addition, the **School** shall be subject to all requirements of **Sponsor** for assessing student learning outside of and in addition to State assessment testing, include student performance on other valid and reliable assessments. The **School's** performance plan must include applicable report card measures as part of the performance measurement. The **School** Performance Plan shall meet the performance standards, assessment and accountability plan required by **Sponsor** as set out in Community School Goals, Targets and Performance Plan, attached as part of **ATTACHMENT 3**. The goals that the **Sponsor** requires as part of the **School** plan are in the following areas: (1) mission-specific academic goals; (2) attendance; (3) student enrollment and graduation rates; and (4)

financial viability. The required indicators of student performance are rigorous, clear, measurable and attainable. From time to time, **Sponsor** and/or the Ohio Department of Education may change these performance standards and their assessment. The **Sponsor's** performance framework and expectations are set out in the **Sponsor's** Annual Performance Report and Renewal Evaluation Rubric. Prior to contract renewal, and at least every five (5) years for long-term contracts, **Sponsor** shall conduct a high-stakes review that rigorously evaluates the performance of the **School** subject to **ATTACHMENT 3**, and the **Sponsor** Annual Performance Report and Renewal Evaluation Rubric. **Sponsor's** primary measures of school quality are the objective and verifiable measures of student achievement. These measures must be met for contract renewal. The **Sponsor's** performance framework surpasses minimum standards required by law and is school specific. It includes the following: (1) proficiency rates on standard assessments (for all students and by subgroups); (2) student academic growth; (3) graduation rates; (4) attendance; (5) post-secondary enrollment (if applicable); and (6) student performance on other valid and reliable assessments.

Drop Out Prevention and Recovery Community Schools are required to report and rate the following:

- Assessment Passage Rate (Percent of students in grade 12, or within 3 months of turning 22, who have passed all 5 sections of the Ohio Graduation Test)
- Annual Measurable Objectives
- 4-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 5-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 6-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 7-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 8-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- Value-Added (this calculation will be different from the calculation on the A-F Report Card)
- Other Student Outcomes
- Attendance Rate
- Additional measures as available

- 7.6 **Assuring Progress.** The **School** shall develop a plan of intervention for all students not found proficient or not making progress, and submit it to the **Sponsor** for approval.
- 7.7 **Racial and Ethnic Balance.** The **School** will attempt to achieve and to maintain racial and ethnic balance reflective of the community it serves. Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** has violated federal law or orders, the **School** shall take any and all corrective measures to comply.
- 7.8 **Tuition.** Tuition in any form shall not be charged for the enrollment of any student. Nothing in this section prevents reasonable activity or class fees as allowed by law, or prevents the **School** and/or parents from engaging in voluntary fund-raising activities.

- 7.9 **Suspension and Expulsion Policies.** Prior to the opening of **School**, the **School** must adopt a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled or removed and due process for the student. The **School's** policy and practices must comply with the requirements of sections 3313.66, 3313.661, and 3313.662 of the Ohio Revised Code. The policy shall specify the date and manner by which a student or a student's parent, guardian, or custodian may notify the Board of the intent to appeal an expulsion or suspension to the Board or its designee. A copy of the policy shall be posted in a central location in the **School** and made available to student and parents, guardians and custodians upon request. The policy and practices shall not infringe upon the rights of students receiving special education services under state and federal law. The **School** must maintain a policy for the discipline of students receiving special education services that complies with federal and state law.
- 7.10 **Commitment to Remain Open for School Year.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **School Governing Board** fails to continue operations until the end of the approved school year or is otherwise suspended or terminated. **Sponsor** may suspend the operations or terminate the Contract as otherwise indicated by law.
- 7.11 **High School Diplomas.** At least thirty (30) days before graduation, the **School** shall send to the **Sponsor** a list of graduates and proof of passing of the Ohio Graduation Test, end of course exams, or other legally acceptable combination of tests required for graduation. **Sponsor** shall be invited to all graduation ceremonies. The **School** shall comply with the requirements of the Ohio core curriculum and/or allowable waivers thereof. If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.61 and 3313.611 of the Ohio Revised Code except that by completing the curriculum adopted by the **School Governing Authority** the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Ohio Revised Code. Beginning, however, with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. The **School** shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the Ohio Board of Education under division (J) of section 3313.603 of the Revised Code.
- 7.12 **Admissions Policy.** The **School** must provide for review and approval by **Sponsor** of its admission procedures. These admission procedures shall be followed and may not be changed without prior written consent of the **Sponsor**. The **School** must adopt an

enrollment and attendance policy requiring a student's parent/guardian to notify the **School** of changes in the parent's or the student's residence. The enrollment and attendance policy must include an address verification policy for students. At a minimum, the admission procedures at all times must:

- (a) specify that the **School** will not discriminate in its admission of students to the **School** on the basis of race, religion, color, national origin, disability, intellectual ability, athletic ability or measurement of achievement or aptitude.
- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to section 3313.64 or section 3313.65 of the Ohio Revised Code, except that admission to the **School** may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of "at-risk" that the parties to this Contract agree upon; or (iii) residents of a specific geographic area that the parties to this Contract agree upon.
- (c) If the number of applicants meeting admission criteria exceeds the capacity of the **School's** programs, classes, grade levels or facilities, students may be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and may be given to eligible siblings of such students. The lottery will be conducted by the **Sponsor**.
- (d) If admission is limited to providing simultaneous special education and related services to a specified number of students identified as autistic, and regular education to a specified number of non-handicapped students, then the target ratio of the number of autistic students to non-handicapped students in the **School's** population shall be NA; the total number of autistic students to be enrolled in the **School** shall be NA; the total number of non-handicapped students to be enrolled in the **School** shall be NA.
- (e) The **School** must provide for review by **Sponsor** its Attendance Policy and procedures for automatic withdrawal if a student without legitimate excuse misses 105 consecutive hours of learning opportunity. The policy shall provide for withdrawing the student by the end of the 30<sup>th</sup> day after the student has failed to participate.
- (f) Upon admission of any disabled student, the **School** shall comply with federal and state laws regarding the education of students with disabilities. Any student needing special education services, including psychologist, speech and language therapist, occupational therapist, or physical therapist, may receive those services from a qualified service provider.

- (g) The **Governing Board** adopts the following policy regarding open-enrollment, to be effective on the earliest date allowed by law:
  - (i) No \_\_\_\_\_  
state yes or no      The **Governing Board** prohibits the enrollment of students who reside outside of Stark County (the District in which the **School** is located).
  - (ii) No \_\_\_\_\_  
state yes or no      The **Governing Board** permits the enrollment of students who reside in the districts adjacent to Stark County (the District in which the **School** is located)
  - (iii) Yes \_\_\_\_\_  
state yes or no      The **Governing Board** permits the enrollment of students who reside in any other district in the State of Ohio.

If "yes" has been indicated in (ii) or (iii) above, the **Governing Board** must submit to the **Sponsor** a plan for inter-district open-enrollment. Such a plan must comply with this Contract, with Section 3314.06 of the Ohio Revised Code and with the **School's** admissions policy.

7.13 **Attendance Policy.** The **School's** attendance policy and participation policies are available for public inspection. The **School's** attendance and participation records shall be available to the Department of Education, Auditor of State and **Sponsor** to the extent permitted and in accordance with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), as amended, and any regulation promulgated thereunder, and Section 3319.321.

The **School's** attendance, admissions, residency, or similar policy must require a student's parent/guardian to notify the **School** when there is a change in residence and must request verification of each student's residence and address pursuant to the **School's** policy for verification of a student's residency for the **School's** annual reporting. The **School's** policy must prescribe the number of documents required to verify a student's residency for purposes of the **School's** initial reporting of **School** districts in which its students are entitled to attend. The **School** shall review monthly the residency records of students enrolled in the **School** and verify annually to Ohio Department of Education the school district in which the student is entitled to attend school.

**ARTICLE VIII**  
**Reporting**

8.1 **Annual Report.** The **School Governing Authority** shall submit not later than September 30 of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, an annual report of its activities and progress in meeting its academic goals and performance standards and its financial status. The financial status report shall be in such form as is prescribed by the Ohio Auditor of State.

8.2 **Reports to Sponsor.** The **School Governing Authority** shall report annually to **Sponsor** the following on or before the day set by the **Sponsor** for reporting:

- (a) The number of enrolled students in the **School** who are not receiving special education and related services pursuant to an individualized education program (IEP);
- (b) The number of enrolled students who are receiving special education and/or related services pursuant to an IEP;
- (c) The **School's** base formula amount which is the amount specified as such in the **School's** financial plan (budget) for a school year;
- (d) For each student enrolled in the **School**, the school district that the student is entitled to attend under sections 3313.64 and/or 3313.65 of the Ohio Revised Code;
- (e) The number of students suspended and expelled;
- (f) All material events, changes, omissions or occurrences which may be required to be reported by the **Sponsor** to the Ohio Department of Education and the **School Governing Authority's** position, cure, or plan of action.
- (g) Updated asset/inventory list.
- (h) All items required to be reported under this Contract.

The **Sponsor** will submit to the Ohio Department of Education by November 30 of each year a report indicating the special education and related services provided by the **School** and the **School's** expenditures for those services.

8.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at **Sponsor's** request and shall be allowed read only access for such site visits or other impromptu visits as **Sponsor** deems advisable or necessary. **Sponsor** will consider its Site Visit Reports in determining whether to renew a contract. Site visits may require access to "educational records" as defined in the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. **School** agrees to grant **Sponsor** complete access to educational records, as defined by FERPA, and all other records, reports and information maintained by the **School** or its agents that is reportable to the Ohio Department of Education or the Ohio Auditor of State. **Sponsor** agrees to comply with all FERPA regulations in regards to the disclosure of the Student Education Records as defined therein.

8.4 **Reports to Sponsor, Governing Authority members and Fiscal Officer.** The **School** must submit financial and enrollment records on a monthly basis to the **Sponsor**, **Governing Authority** members and **Fiscal Officer**.

**ARTICLE IX**  
**Employees**

9.1 **Employment of Teachers.** A minimum of one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. Full-time classroom teachers and part-time classroom teachers teaching twelve (12) hours per week or more shall be certified or licensed in accordance with sections 3319.22 to 3319.31 of the Ohio Revised Code and shall only teach in their licensed subject areas and grade levels, excluding long-term substitute teacher assignments. Upon employment, the **School** shall forward teacher qualifications including, but not limited to, the grade level and content area and the teacher's licensure or certification to **Sponsor**, as well as the credentials and background checks for all staff of the **School**. Each classroom teacher initially hired by the **School** on or after July 1, 2013, and employed to provide instruction in physical education must hold a valid license issued pursuant to school-wide section 3319.22 of the Ohio Revised Code for teaching physical education. The ratio of student to full-time equivalent classroom teacher shall be no more than 27 to 1. The **School** may also hire non-teaching employees as required. The **School** shall employ at least one staff member with administrative licensure within thirty (30) months of signing this Contract or request an extension upon providing documentation of courses.

Each person employed as a nurse, teacher, counselor, psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violation and substance abuse and the promotion of positive youth development within two (2) years of beginning employment and every five (5) years thereafter.

9.2 **Contracts for Employees.** Although the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the term of this Contract. The **School** must provide to the **Sponsor** the dismissal procedures for staff and the plan for disposition of employees if the Contract is terminated.

9.3 **Collective Bargaining.** Teachers and non-teaching employees may organize and collectively bargain pursuant to Chapter 4117 of the Ohio Revised Code. In the event of collective bargaining, no collective bargaining agreement shall extend beyond the term of this Contract. The **School Governing Authority** shall consider a bargaining unit containing teaching and non-teaching employees to be an appropriate unit notwithstanding section 4117.06(D)(1) of the Ohio Revised Code.

9.4 **Performance Pay.** If the **School** receives funds from a grant awarded under the Federal Race to the Top, program Division (A), Title XIV, Section 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5, 123 Stat. 115, **School** shall pay teachers based upon performance in accordance with section 3317.141 and will comply with section 3319.111 of the Revised Code as if it were a school district.

School must have a valid process, similar to OTES and OPES, for evaluating teachers and principal/superintendent that includes goal setting and actual review of student performance data throughout the school year. Any person qualified to perform evaluations must be credentialed by the Ohio Department of Education and the performance rubric must be aligned to the OTES rubric. A **School Governing Authority** member or designee and/or regional manager of the management company shall undergo appropriate training/credentialing by the Ohio Department of Education and be responsible for evaluating the principal/superintendent.

9.5 **Employee Benefits.** The School must provide to all full-time employees health and other benefits. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes to the extent that the collective bargaining agreement provides for health and other benefits.

9.6 **Criminal Background Check.** The School Governing Authority or its designee must request that the superintendent of the Bureau of Criminal Identification & Investigation and the Federal Bureau of Investigation conduct a criminal background records check for any applicant who has applied to the School for employment in any position that requires routine interaction with or responsibility for the care, custody and control of a child, including those who may be in unsupervised contact with a child. The School shall obtain written consent from such persons in order to give such background and FBI check results to Sponsor and the Ohio Department of Education. In the alternative, if consent cannot be obtained, the School may either (a) provide an attorney opinion letter or (b) provide an affidavit from the Board President or Chairperson or its designee, stating that the checks are either 1) clean or 2) reviewed and approved by legal counsel. An applicant may be employed conditionally until the criminal record checks are completed and the results received. If the results of the criminal record checks indicate that the applicant does not qualify for employment or care, custody or control of, or unsupervised contact with children under section 3319.39(B)(1) or 3319.31, as applicable, the applicant shall be released from employment. The School or its designee shall conduct such background checks for renewals of licenses and shall follow all required reporting of misconduct to the State Superintendent of Public Instruction.

9.7 All volunteers must be notified that the School requires a background check before they can volunteer in the School.

## **ARTICLE X** **Finances**

10.1 **Treasurer.** The School's financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code.

10.2 **Fiscal Services.** The School shall have a designated fiscal officer with a Treasurer license. A copy of the Treasurer's License is attached as part of ATTACHMENT 4. The School Governing Authority must submit to the Sponsor its selection for Treasurer or fiscal officer and the Sponsor must approve the appointment.

School

Rep Initials

ERCO

Rep Initials

The School agrees that its fiscal officer shall be

(pick initial and sign only one):

DS  
R/J

1. The School's Treasurer

Jeff Foster, Skoda Minotti ; or

2. Its Management Company

, through the Management Company's Treasurer

3. A qualified service provider named

(credentials and training to be provided to the Sponsor.)

10.3 **Financial Records.** All financial records of the School must be maintained in the same manner as are financial records of school districts, pursuant to rules of the auditor of state, and the audits shall be conducted in accordance with section 117.10. The School shall meet the requirements and follow the procedures for program and financial audits established from time to time by the Auditor of the State of Ohio, the Ohio Department of Education and the Sponsor.

10.4 **Fiscal Bond.** Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by Sponsor, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School fiscal agent, officer or service provider. The bond shall be deposited with the Governing Authority of the School, copies thereof, certified by the Governing Authority, shall be filed with the Sponsor and county auditor.

10.5 **Custody of School Funds.** All money received by the School during the period beginning upon execution of this Contract, shall be placed in the custody of the Treasurer, who shall maintain all funds and accounts of the School.

10.6 **Financial Plan.** A financial plan detailing an estimated school budget for each fiscal year of this Contract and an estimated Five Year Plan are attached as part of **ATTACHMENT 4**, which also includes the Treasurer's license and Financial Self-Evaluation of Financial Goals and Measurements. The Financial Plan must meet specific performance measures for financial performance and sustainability. Sponsor evaluates the **School's** performance in reaching prescribed financial goals. The **School's** self-evaluation projects its ability to meet these goals throughout the Contract. See **ATTACHEMENT 4**. These evaluations will be considered in the **Sponsor's** renewal process. Each year of this Contract, on or before June 30, a revised school budget shall be submitted to the **Sponsor**. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under section 3314.08 of the Ohio Revised Code. The base formula amount for any year shall not exceed the dollar formula amounts specified for the year by the Ohio Department of Education, must be included in the budget and projected expenses must include the total estimated per pupil expenditure amount for each year. Should the **Sponsor** request further breakdown of revenue of expenses, or line items for expenses or revenue not projected, the **School** agrees to revise or comply with such requests. Should the **School** be managed by a third party management company, the **School Governing Authority** must procure from such management company, sufficient data, to allow **Sponsor** to review revenue and expenses as required or permitted by law. The **School** must file with **Sponsor** its policies and procedures for internal financial controls.

10.7 **Financial Management.** The **School** shall maintain appropriate governance and managerial procedures and financial controls, including without limitation:

- (a) Commonly accepted accounting practices and the capacity to implement them;
- (b) Bank account maintenance within Ohio;
- (c) Adequate payroll procedures;
- (d) Procedures for creating and reviewing of monthly and quarterly financial reports;
- (e) Internal control procedures for cash receipts, cash disbursement and purchases; and
- (f) Maintenance of asset registers and financial procedures for grants in accordance with federal and state law.

10.8 **Borrowing Money.** The **School** may borrow money only to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School** may issue notes to evidence such a borrowing. A copy of all notes must be provided to Sponsor within five (5) days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated

receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.

For Schools with Operators, all loans from the Operator, including facilities loans or cash flow assistance, must be accounted for, documented and bear interest at a fair market rate.

- 10.9 **Fiscal Year**. The fiscal year for the **School** shall be July 1 to June 30.
- 10.10 The **Governing Authority** may contract with an attorney, an accountant, or entity specializing in audits. However, such attorney, accountant or entity must be independent from the **School's** Operator.

## **ARTICLE XI** **Insurance/Indemnification**

- 11.1 **Liability Insurance**. Comprehensive general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The insurance coverage shall be not only for the **School** and **School Governing Authority**, its Directors, Officers and its employees but also for the **Sponsor**, its Board, Superintendent and employees as additional insureds. The insurance coverage must be occurrence coverage or claims made coverage. The **School Governing Authority** must obtain policies that notify **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and shall provide evidence of the same to the **Sponsor**.
- 11.2 **Indemnification**. The **School Governing Authority** and **School** shall indemnify and hold harmless the **Sponsor** and its Board, Superintendent, employees and agents from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorneys fees, damages, orders and liabilities of whatever kind or nature in law, equity or otherwise, arising from any of the following:
- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, or contractors to perform any duty, responsibility or obligation imposed by law or this Contract; and
  - (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that result in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal).
  - (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of the **School** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or

under the law, and all agreements delivered in any way connected herewith, on the part of the **School**, to be performed, complied with, or observed; or (3) liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties in any way related to the **School**; and

- (d) Any liabilities incurred by **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against **Sponsor** by the **School** or the **School Governing Authority** unless the **School** or **School Governing Authority** obtains a final judgment or order on the merits against the **Sponsor**, and the right to appeal such judgment or order has been exhausted or has expired.
- 11.3 **Indemnification for Employee on Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by the **School**, the **School Governing Authority** and **School** shall indemnify and hold harmless the **Sponsor** and its board members, Superintendent, employees and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the **School Governing Authority**.
- 11.4 **Survival.** All provisions of Article XI, section 11.2 shall survive the voidance, expiration, termination, nonrenewal, suspension or abandonment of this Contract.

## **ARTICLE XII**

### **Contract Authorization, Performance Monitoring, Termination and Non Renewal**

- 12.1 **Contract Authorization.** Before executing this Contract, the **School Governing Authority** must pass a resolution authorizing execution of this Contract and authorizing a member of the **School Governing Authority** to execute this Contract for and on behalf of the **School Governing Authority** with full authority to bind the **School Governing Authority**. The **School** shall provide a copy of resolution to **Sponsor**.
- 12.2 **Performance Monitoring.** The **Sponsor** reserves the right during the term of the Contract to require the **School Governing Authority** to do any or all of the following as part of a Corrective Action:
- Place the **School** leader on an Improvement Plan and monitor progress at each Board meeting.
  - Replace the **School** leader.
  - Hire **School** improvement coaches and monitor the academic improvement plan at each Board meeting.
  - Require additional academic supports to be implemented and monitor the progress of students at each Board meeting.

12.3 **Termination of Contracts.** Except as otherwise permitted by this Contract or by the **Sponsor**, contracts entered into by the **School** with third parties shall provide for the **School's** right to terminate upon failure of the **School** to remain in operation.

12.4 **General Acknowledgements.** The **School** specifically recognizes and acknowledges the following:

- (a) The **Sponsor's** authority to assume operation of the **School** under R.C. 3314.073.
- (b) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (c) The authority of the **Sponsor** and the Ohio Department of Education to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein. If the **Sponsor** has suspended the operation of this Contract under R.C. 3314.072, the **Sponsor** may choose to terminate this Contract prior to its expiration.
- (d) The **Sponsor**, and its officers, directors and employees, are not liable for the acts or omissions, or the debts of the **School** pursuant to R.C. 3314.07(E) and any other applicable law limiting the liability of the **Sponsor**.
- (e) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance subject to the criteria set out in R.C. 3314.07.
- (f) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (g) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.
- (h) The Auditor of the State of Ohio may deem the **School** "unauditable" and direct the Ohio Department of Education to stop funding of the **School**. The **Sponsor** has the right to force the **School** to pay to become "auditable" or to suspend operations of the **School**, or terminate this Contract.

12.5 **Dispute Resolution.** In the event of a dispute between the **Sponsor** and **School Governing Authority** regarding either any term of this Contract or any community school issue, the parties shall each designate a person to resolve the dispute. In the event that the dispute resolution cannot be resolved by the parties, the matter shall be submitted to the Superintendent of the **Sponsor** or his/her designee for resolution. The decision by the **Sponsor** or Superintendent or his/her designee is final and binding. Any appeal of the decision of the Superintendent or his/her designee shall be to the Hamilton County

Common Court of Common Pleas as if it were an appeal from a decision of an arbitrator. The parties expressly agree to venue in Hamilton County.

- 12.6 **Term.** This Agreement shall be for a term of 3 year(s) commencing on the date of execution of this Agreement and will automatically renew for one (1) year terms through June 30, 2022 due to the status of the sponsorship agreement between the Ohio Department of Education and ERCO and subject to the provisions of Section 12.6 of this Agreement. During the 2018-2019 school year, the **School Governing Authority** shall undergo a comprehensive high-stakes review conducted by the **Sponsor**. Such high-stakes review shall include, but is not limited to, financial and academic factors and shall be conducted prior to contract renewal, but at least every five (5) years. If at any time during this agreement, ERCO is granted a seven (7) year term with the Ohio Department of Education, the term of this Agreement may be renegotiated.
- 12.7 **Renewal.** Renewal is subject to the **Sponsor's** determination, following its high-stakes review, that the **School** has complied with all requirements relating to State assessments and accountability, as described in Section 7.5 of this Contract, met all requirements of the **Sponsor** for assessing student learning and shown progress under the School Performance Plan, as well as meeting generally accepted standards of fiscal management, and complying with contract terms and applicable state and federal law. **Sponsor** shall conduct a high-stakes review prior to renewal.
- 12.8 **Non-renewal of this Contract.** The **Sponsor** may choose not to renew this Contract at its Expiration Date for any of the following reasons:
- (a) Failure to meet student performance requirements as described in Section 7.5 of this Contract;
  - (b) Failure to meet generally accepted standards of fiscal management;
  - (c) Violation of any provision of this Contract or applicable state or federal law; or
  - (d) Other good cause.

The **Sponsor's** decision will be based on the **Sponsor's** high-stakes review, which will include an analysis of the following:

- (a) the School's progress in Academic Performance;
- (b) the School's progress in meeting its Educational Goals;
- (c) the School's progress in meeting the Performance Standards;
- (d) the degree to which the School is compliant with the terms of this Contract;
- (e) the School's fiscal viability and Financial Evaluations;
- (f) the School's organizational viability and Organization and Governance Evaluation; and
- (g) other good cause.

Not later than the fifteenth day of January in the school year in which the Contract will expire, the **Sponsor** shall notify the **School** in writing of the proposed nonrenewal. The notice shall include the reasons for the proposed nonrenewal, the effective date of the nonrenewal, and a statement that the **School** may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of receipt of a request for the hearing. Not later than fourteen days after the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision of nonrenewal of this Contract.

If the **School** does not intend to renew its Contract with the **Sponsor**, the **School** shall notify the **Sponsor** in writing at least one hundred eighty (180) days prior to the expiration of this Contract. In such a case, the **School** may enter into a Contract with a new sponsor in accordance with R.C. 3314.03 upon the expiration of this Contract, or, at the sole discretion of the **Sponsor**, by an assignment of this Contract before its expiration date.

12.9 **Termination of the Contract.** The **Sponsor** may choose to terminate this Contract for any of the following reasons:

- (a) Failure to meet student performance requirements stated in this Contract
- (b) Failure to meet generally accepted standards fiscal management
- (c) Violation of any provision of this Contract or applicable state or federal law; or
- (d) Other good cause.

Additionally, if the **Sponsor** has suspended the operation of this Contract under R.C. 3314.072, the **Sponsor** may choose to terminate this Contract prior to its expiration. The **School** shall not be considered permanently closed because of suspended operations. A decision of the **Sponsor** to terminate this Contract is final and not subject to appeal to the state board.

The termination of this Contract shall be effective upon the occurrence of the later of the following events:

- (a) The date the **Sponsor** notifies the **School** of its decision to terminate the contract; or
- (b) if an informal hearing is requested and as a result of that hearing the **Sponsor** affirms its decision to terminate this Contract, the effective date of the termination specified in the notice.

Any community school whose contract is terminated shall close permanently at the end of the current school year or on a date specified in the notification of termination. Any community school whose contract is terminated shall not enter into a contract with any other sponsor.

In the event a Sponsorship Contract is terminated or not renewed pursuant to R.C. 3314.07, the **School Governing Authority** shall comply with the **Sponsor's** requirements concerning disposition of employees.

- 12.10 **Probation.** The **Sponsor** may, in lieu of suspension or termination, declare in writing that the **School** is in a probationary status, after consulting with the **School Governing Authority** or authorized parties thereof, and specifying the conditions that warrant probation in accordance with R.C. 3314.07(B)(1), and, after receiving the **School Governing Authority's** written assurances (satisfactory to **Sponsor**) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the end of the then-current school year. **Sponsor** may take over the operation of the **School** or may take steps to terminate this Contract or to suspend operation of the **School** if the **Sponsor** finds at any time, that the **Governing Authority** is no longer able or willing to remedy the conditions to the satisfaction of **Sponsor**. **Sponsor** may suspend in lieu of probation at any time.
- 12.11 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** for any of the following reasons: (1) failure to meet student performance requirements stated in this Contract or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Contract or applicable state or federal law, or (4) other good cause. **Sponsor** shall send a written notice of intent to suspend explaining the reasons and providing the **School Governing Authority** with five (5) business days to submit a proposed remedy. **Sponsor** shall promptly review the proposed remedy. If **Sponsor** disapproves of the proposed remedy or if the **School Governing Authority** fails to submit a proposed remedy or fails to implement the remedy, the **Sponsor** may issue a Notice of Suspension. Upon suspension, the **School** must cease operations on the next business day, and immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore. The **School** again has an opportunity to submit a proposed remedy within five business days. At all times during suspension, the **School** remains subject to nonrenewal or termination proceedings in accordance with the law.
- 12.12 **Student Records.** The chief administrative officer of a community school that closes must transmit all educational records to each student's resident school district within seven (7) business days or risk being found guilty of a misdemeanor in the third degree.
- 12.13 **Failure to Open/Permanent Closure.** If the **School** fails to open for operation within one (1) year after the execution hereof, or, if the **School** permanently closes prior to the Expiration Date hereof, this Contract shall become void, upon notice by **Sponsor** to **School** subject only to the survival of Article XI, Section 11.2 of this Contract.
- 12.14 **Disposition of Assets.** In the event that this Contract is a) suspended and terminated; b) not renewed and not reassigned to another sponsor, or c) the **School** dissolves, the operation of the **School** will cease as a community school. The following requirements and procedures apply regarding the **School Governing Authority** and the **School**:

12.14.1 Adherence to R.C. 3314.074(A) and (B) must be respected to the fullest extent possible;

12.14.2 After paying or adequately providing for the payment of all known obligations of the **School**, the Directors shall distribute the remainder of the assets as follows:

- (a) Assets held upon condition requiring return, transfer, or conveyance, which condition shall have occurred by reason of the dissolution or otherwise, shall be returned, transferred or conveyed in accordance with such requirements;
- (b) In the case of a public benefit corporation:
  - (i) Assets held by it in trust for specified purposes shall be applied so far as is feasible and in accordance with the terms of the trust,
  - (ii) Remaining assets shall be distributed to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended, or
  - (iii) In the event and to the extent that, and in the judgment of the Directors, it is not feasible to apply the assets provided in above clauses (a) and (b), the assets shall be applied as may be directed by the Court of Common Pleas and the County and this State in which the **School** is located.

12.14.3 The **School** shall comply with the closing procedures of **Sponsor**, the Ohio Department of Education, and all other required procedures at the pertinent time.

12.15 **Closure.** The **Governing Authority** acknowledges the obligations of the **Sponsor** in Ohio Department of Education's closing guidance and consents to the authority of the **Sponsor** to carry out those obligations, if necessary. The **Governing Authority** agrees to complete its own statutory duties for closure. The **Governing Authority** acknowledges it is solely responsible for the sale, lease or other distribution of the facilities and agrees to maintain the facility until such time as it is sold or leased to another entity. The **School** shall comply with all closing procedures, including those set forth in **ATTACHMENT 5**.

12.16 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.

12.17 **Assignments/No Third Party Beneficiaries.** This Contract and any part hereof shall not be assigned or delegated without the express written approval of **Sponsor**. This Contract shall inure to the benefit of, and shall be binding upon, the **School**, the **Sponsor**

and their respective permitted successors or assigns; subject however to the following specific provision hereof: This Contract shall not inure to the benefit of anyone other than as provided for in the immediately preceding sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.

- 12.18 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt, and, may be satisfied by personal delivery, or by any other means by which receipt can be documented, to; in the case of the **Sponsor**, the Executive Director, at the last known business address of the **Sponsor**; and in the case of the **School Governing Authority**, the Chief Administrative Officer or a member of the **School Governing Authority**, or to the attorney for the **School Governing Authority**, at the last known business or home address of the **School** and/or its administrator, Board member(s) or attorney.

Should the **School** be abandoned by or not have in place an administrator or approved or authorized Board, the **Sponsor** may give notice to the Ohio Department of Education.

- 12.19 **Severability.** Should any term, clause or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.

- 12.20 **Amendments, Updates and Modifications.** This Contract constitutes the entire agreement among the parties and any amendments, updates or modifications of this Contract shall be made and agreed to in writing, authorized and executed by both parties. When a **School** seeks to amend or modify any terms in this Contract, the **School** must provide **Sponsor** with a writing setting forth the page number, article number and section number it seeks to change together with an explanation of its reasons. The **School** must not amend or modify the text within the Sponsorship Agreement. Notifications required by this Contract shall not be considered amendments or modifications of this Contract. **Sponsor** regularly updates its performance framework to support higher achievement and to ensure stronger compliance. **Sponsor** regularly assesses Sponsorship Agreement language to ensure consistency with changes in state and/or federal law and regulations. Finally, **Sponsor** may update its existing contracts to reflect changes made in the template it uses for new schools.

- 12.21 **Attachments.** All Attachments to this Contract are attached hereto and incorporated by reference into the Contract. Resolutions of the **Sponsor Governing Board** and **School Governing Authority** approving this Contract shall also be attached to this Contract.

Executed this 30<sup>th</sup> day of May, 2019, Cincinnati, Ohio.

**The Educational Resource  
Consultants of Ohio**

**School Governing Authority**

By: [Signature] :  
Title: Executive Director

DocuSigned by:  
By: Randolph Walters  
Title: Board President

with full authority to execute this Contract for and on behalf of **Sponsor** and with full authority to bind **Sponsor**.

with full authority to execute this Contract for and on behalf of the **School Governing Authority** and with full authority to bind the **School Governing Authority**

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Please press the "PRINT" button below once you have completely populated all required fields in the contract, as well as, in the following Attachments (1-6). Scan in this printed document along with the required documentation requested in Attachments (1-6) and email to ERCO Office at [admin@ercoinc.org](mailto:admin@ercoinc.org).



## ATTACHMENT 1

- A. School Governing Authority/Board of Directors:  
Member Names, Addresses, Email Addresses, Telephone Numbers, Resumes
- B. Certification of Incorporation, Articles of Incorporation, Appointment of Statutory Agent and Employer Identification Number
- C. Code of Regulations
- D. Administrative and Governance Plan
- E. Conflict of Interest/Related Party Policy
- F. Related Party Disclosure Form
- G. School Calendar
- H. IRS Determination Letter (if any)
- I. Self Evaluation of Operations and Governance Goals and Measurements
- J. Calendar of School Board Meetings

## Beacon Academy Board of Directors

Mark Curry –Treasurer  
15768 Garfield Road  
Salem, Ohio 44460  
(h) 330-537-3124  
(c) 661-692-6071  
[Markcurry2820@gmail.com](mailto:Markcurry2820@gmail.com)

Davison Mupinga, PhD- Vice President  
412 White Hall  
PO Box 5190  
Kent, Ohio 44242  
330-672-0676  
[dmpuinga@kent.edu](mailto:dmpuinga@kent.edu)

Randolph Walters- President  
420 Monroe Falls Apt 15  
Cuyahoga Falls, Ohio 44221  
251-533-2537  
[R\\_walthers7@hotmail.com](mailto:R_walthers7@hotmail.com)

Earle Harris- Director  
1159 Chester Ave.  
Akron, Ohio 44306  
330-8586148  
[Earleharris68@gmail.com](mailto:Earleharris68@gmail.com)

James Grant- Secretary  
694 Triplett Blvd.  
Akron, Ohio 44306  
330-962-6122  
[Br1t1@ gmail.com](mailto:Br1t1@ gmail.com)

## MARK D. CURRY, CPA

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15768 Garfield Rd.  
Salem, Ohio 44460

(330) 537-3124  
mark.curry@ttm.com

- Experience**      2005-Present    Sovereign Circuits/DDI /Viasystems/TTM      North Jackson, OH  
**CFO/Divisional Controller**
- Senior Executive who effectively leads & motivate accounting, IT & purchasing personnel
  - Help lead company to three record years in sales and profit
  - Made decisions resulting in significant overhead cost reductions
  - Ensured compliance with public reporting requirements by establishing and maintaining effective internal controls
  - Prepare financial statements, budgets and projections
  - Perform multiple tasks timely
  - Provide strategic direction for the company during three mergers
  - Took over controllership responsibilities for Cuyahoga Falls factory in 2011
- 1998–2005      Hill, Barth & King I.L.C      Salem, OH  
**Supervisor**
- Supervise staff on audits, tax work and various other engagements
  - Manage corporate and non-profit audits
  - Obtain and analyze financial data
  - Make oral and written presentations to clients and IRS authorities
  - Help clients with innovative business and financial solutions
  - Train staff in accounting, tax and computer areas
- Computer Skills**
- Microsoft Word, Excel, Outlook, Access and Power Point
  - Fourth Shift, Paradigm and Quickbooks
  - Familiar with many other accounting and business related software
- Education**      1994–1997      Malone College      Canton, OH
- B.A., Accounting and Business Administration
  - Graduated *magna cum laude*
  - Academic All-American in Football
- Leadership**
- Member of Sports Commission at Damascus Friends Church
  - Member of the AICPA

James T. Grant

1263 Grant St, Akron, OH 44301

330-962-6122

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## PROFESSIONAL SUMMARY

### Key Strengths

Excellent Communication Skills

Works well within a team  
Environment

Excellent verbal and  
writing skills

## PROFESSIONAL EXPERIENCE

Laurence Aircraft

1670 Triplett Blvd, Akron, OH 44306

11/1983 - 10/1984

Fueled small aircrafts

McKinley Aircraft

5400 Lauby Rd #4, N. Canton, OH 44720

10/1984 - 02/1987

Aircraft Refueler

Grainger Inc

420 Kennedy Rd, Akron, OH 44305

10/1987 – 11/2014

Customer Sales Associate

Grainger Inc

1721 6<sup>th</sup> St, SW, Canton, OH 44706

11/2014 – Present

Sales Team Lead  
Grainger Keep Stock

## HOBBIES AND PROFESSIONAL DEVELOPMENT

Restoring classic cars, attend car Shows, Gardening, Trap Shooting, College of Customer Contact, Grainger Contractor Specialist, Grainger Sales Team Lead, Grainger Counter Quarterback.

## EDUCATION

Crouse Elementary - 1971 – 1980

Perkins Junior High School – 1980 – 1982

Kenmore High School – 1982 – 1984 - Graduated

# Earle W. Harris

1159 Chester Ave, Akron Ohio 44314, 330-858-6148, earleharris68@gmail.com

## Objective

To use my skills and insight to help further the education process of today's students.

## Education

- \* Kenmore High School. 2140 13<sup>th</sup> ST SW, 44314 Akron Ohio, 330-848-4141
- \* Graduated 1986

## Experience

June 17 1986 To Current

Supervisor, Akron Foundry Co. 2728 Wingate Ave, Akron OH, 330-745-3101

To oversee production and deal daily with customers to successfully fill orders.

2002-2010

Assistant Pastor, Trinity Church of God. 1752 Williams ST, Cuyahoga Falls OH, 44221

To visit and council the congregation members. Preach and Teach and help with daily activities.

July 2010-Current

Pastor of Member Care, Burning Bush Church. 1104 Johnston ST, Akron OH, 44305

To help care for our members and families. Preach, Teach and help council our members.

**Davison M. Mupinga, Ph.D.**

**Career and Technical Teacher Education (CTTE)  
School of Teaching, Learning and Curriculum Studies (TLC)  
College and Graduate School of Education, Health and Human Services (EHHS)  
412 White Hall, P. O. Box 5190, Kent State University, Kent, OH 44242-0001  
Phone: (330)672-0676; Fax: (330)672-3246; Email: [dmupinga@kent.edu](mailto:dmupinga@kent.edu)**

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**EDUCATIONAL BACKGROUND**

Kent State University, Kent, OH. May 2016 (Anticipated Completion)  
*Master of Education, Instructional Technology*

Louisiana State University, Baton Rouge, LA. May 1999  
*Ph.D. Human Resource Education & Workforce Development.*

Louisiana State University, Baton Rouge, LA. May 1997  
*Master of Science, Adult and Technical Education.*

Linkoping University, Linkoping, Sweden, June 1989  
*Master of Arts, Technical Graphics.*

University of Zimbabwe, Harare, Zimbabwe, December 1987  
*Bachelor of Education, Technical Studies.*

Gweru Teachers College, an Associate College of the University of Zimbabwe, December 1983,  
*Certificate in Education (Associate of Science), Technical Studies.*

**PROFESSIONAL EXPERIENCES**

- 08/08 - Present *Associate Professor-* Career and Technical Teacher Education (CTTE), Kent, OH.
- Providing instruction, supervision, research and service in CTTE program.
  - Conducting induction workshops for new technical teachers
  - Editor, International Journal of Vocational Education and Training
  - Liaison, Local industries and the university
- 08/05- 07/08 *Associate Professor, Tenured* - Department of Technology Management, Indiana State University, Terre Haute, IN.
- Developing and teaching undergraduate and graduate online courses, research and service in Career and Technical Education (CTE), Human Resource Development & Technology Ed.
  - Academic & student organization advising,
  - Coordinating CTE professional development workshops
- 08/01- 07/05 *Assistant Professor*, Industrial Technology Education, Indiana State University, Terre Haute, IN.
- Teaching online undergraduate & graduate courses, research and service in Career and Technical Education and Human Resource Development
  - Instructor, new CTE instructors license program: Occupational Specialist License 1
  - Academic & student organization advising & coordinating CTE teacher summer professional development workshops
- 08/00 – 07/01 *Visiting Assistant Professor*, Technology Education, State University of New York College at Oswego, Oswego, NY.
- Teaching undergraduate and graduate professional & technical courses, research, and service in Technology Education.
  - Supervision of technology education student teaching

- 06/99 – 07/00 *Lecturer*, Technical Education, University of Zimbabwe, Harare, Zimbabwe
- Teaching undergraduate and graduate courses in education, research methods, technical graphics, and technical mathematics
  - Coordinator for establishment of a M.S. degree in Technical Education
  - Train-the-trainer workshops for public & private sectors
- 01/99 – 05/99 *Research Associate*, Human Resource & Workforce Education Development, Louisiana State University, Baton Rouge, LA.
- Teaching graduate introductory level Statistics course
  - Conducting needs assessment & training for Louisiana state employees.
- 07/96 – 12/98 *Graduate Assistant*, Vocational Education, Louisiana State University, Baton Rouge, LA:
- Developing grant proposals for training programs
  - Assisting Editor, LBE Journal--articles review process
  - Organizing workshops & conferences for professional organizations
  - Conducting new Vocational Trade & Industrial Education teacher certification workshops
- 03/93 – 08/95 *Chair*, Department of Technical Education, University of Zimbabwe, Harare, Zimbabwe
- Managing instruction-Department consisted of 6 programs: Construction Technology; Home Economics; Technical Graphics; Metal Technology; Agriculture; Wood Technology
  - Recruiting, supervising, and personnel evaluation (15 faculty & 6 technical/office staff)
  - Managing curricular changes, scheduling & assigning course loads
  - Implementing departmental policies; selecting & managing resources
  - Departmental budgeting (\$250K)
  - Representing department at national and university meetings (University Senate)
  - Preparing donor (SIDA) & university administrative reports.
  - Member of Deans' Advisory Council
- 06/89 – 08/95 *Lecturer, Tenured*, Department of Technical Education, University of Zimbabwe, Harare, Zimbabwe.
- Teaching technical & education undergraduate courses related to Technical Graphics; Curriculum Design; Applied Mathematics; Statics; Classroom Assessment
  - Supervision of Graduate Certificate in Education (Grad. CE) student teaching
  - Developing curricula for technical high schools and technical colleges
  - External examiner for associate technical degree programs
- 12/87 – 12/94 *Examiner*, Ministry of Education and Culture, Harare, Zimbabwe, Part-time Appointment Only.
- Preparing high school national technical education exams.
  - Moderating technical studies exams for technical teachers' colleges
  - Grading & moderating high school national exams in business studies & technical education
  - Training technical education examiners for high school national exams
  - Organizing & conducting national panel business education and technical subjects meetings
- 01/84 – 12/86 *Teacher*, Sandringham High School, Norton, Zimbabwe
- Teaching Technology Education, Business Studies, Accounting, Mathematics
  - Serving on school-based and subject area committees
  - Supervising and sponsoring academic extracurricular activities
  - Coaching high school varsity soccer team.

**PUBLICATIONS***Selected Refereed Journal Articles*

- Mupinga, D.M.**, & Williams, M. (in review). Essential components of an online teacher professional development program, *Distance Education*
- O'Connor, P. J., **Mupinga, D.M.**, & Lara, T. (2015). Approaches to effective career development opportunities in USA high school. *International Journal of Vocational Education and Training*, 22(1), 44-56.
- Mupinga, D.M.** & O'Connor, P. J. (2013). Making the case for career development opportunities in high school. *International Journal of Vocational Education and Training*, 21(1), 68-74.
- Gabbard, A., & **Mupinga, D.M.** (2013). Balancing open access with academic standards in community colleges: Implications for community college faculty. *Community College Journal of Research and Practice*, 37, 374-381.
- Maughan, G.R., & **Mupinga, DM.** (2012). Large scale workforce planning strategies: Issues in conducting a supply analysis, *International Journal of Vocational Education and Training*, 19(2), 45-55.
- Mupinga, D.M.**, & Busby, J.R., (2012). Online games and simulations as instructional strategies for vocational education and training. *International Journal of Vocational Education and Training*, 19(1), 86-97.
- Sinkele, C., & **Mupinga, D.M.** (2011). Effectiveness of Engineering Workshops in attracting females into engineering fields: A review of literature. *The Clearing House: A Journal of Educational Strategies, Issues and Ideas*. 84(1), 37 – 42.
- Maughan, G.R., **Mupinga, D.M.** & El-Mansour, B. (2009). Cultural competencies in training: Africa, Middle East/North Africa and South Asia, *International Journal of Vocational Education and Training*, 17(2), 31-45.
- Busby, J. R. & **Mupinga, D. M.** (2008). Requirements, benefits and concerns of technology education cooperating teachers: An exploratory study among nine mid-western universities. *The Journal of Technology Studies*. 33(2), 79-86.
- Mupinga, D.M.** & Busby, J.R. (2008). Financing community colleges: Sources of revenue, current funding trends, and challenges. *International Journal of Vocational Education and Training*. 16(2), 77-85.
- Mupinga, D.M.** & Maughan, G. (2008). Web-based instruction and community college faculty workload. *College Teaching Journal*, 56(1), 17-21.
- El Mansour, B. & **Mupinga, D. M.** (2007). Students' positive and negative experiences in hybrid and online classes. *College Student Journal*, 41(1), 242-248.
- Roark, S., **Mupinga, D.M.** & Myong, K. (2006). An exploratory study on the extent to which medium-sized organizations evaluate training programs. *Journal of Business and Training Education*, 15, 15-20.
- Mupinga, D.M.**, Busby, J.R. & Ngatiah, J. W. (2006). The challenges facing post-secondary technical and vocational education institutions in Kenya. *International Journal of Vocational Education and Training*, 14(1), 21-36.
- Mupinga, D.M.**, Nora, R. & Yaw, C.D. (2006). The learning styles, expectations and needs of online students. *College Teaching Journal*, 54(1), 185-189.

**Mupinga, D. M.**, Redmann, D.F. & Burnett, M.F. (2005). Examining the purpose of technical education in Zimbabwe's high schools. *International Education Journal*, 6(1), 75-83.

***Selected Refereed Conference Proceedings***

Mupinga, E.E. & **Mupinga, D. M.** (2008). An evaluation of a workplace violence prevention program. *The 2008 AHRD International Research Conference in The Americas Proceedings*, Panama City, FL: February 20-24, 2008.

Okoth, E. & **Mupinga, D.M.** (2007). An evaluation of the international graduate teaching assistants training program. *Academy for Human Resources Development Conference Proceedings*, Indianapolis, IN: February 28-March 4, 2007: 9-14.

El Mansour, B. & **Mupinga, D. M.** (2006). Higher education and workplace initiatives to close skill gaps: Examples from selected developed countries. *Third International Congress of the Management of Quality in the Systems of Education and Training Conference Proceedings*, April 24-26, 2006. Rabat, Morocco.

Maxwell, J., Gilberti, A.F. & **Mupinga, D. M.** (2006). Use of case study methods in human resource management, development, and training courses: Strategies and techniques, *Academy for Human Resources Development Conference Proceedings*, Cleveland, OH: February 23-26, 2006. (pp. 626-631) ED492732

McCoy, T. & **Mupinga, D.M.** (2005). Performance appraisals: Evaluating employee performance in global companies. *Edited Book of Readings, 2005 Delta Pi Epsilon national conference*, Cincinnati, OH: Nov.17, 2005

Thacker, S. & **Mupinga, D.M.** (2005). Examining the implementation of a human resources development training initiative: The development of manufacturing skills. *The 2005 College Teaching and Learning Conference Proceedings*, Lake Buena Vista, FL: January 3, 2005.

**Mupinga, D.M.** (2002). Strategies for surviving the challenges of teaching online courses. *Indiana State University, Sketches of Innovators in Education*, (4<sup>th</sup> Ed). 37-39.

***Selected Book Chapters***

**Mupinga, D. M.** (2014). Resources are limited but creativity is not: In Dowdy, J.K., & Cushner, K. (2014) (Eds). *Reading between the lines: Activities for developing social awareness literacy*. Rowman & Littlefield Education, Lanham, MD., pp. 103-107.

Blue, C., & **Mupinga, D.** (2012). Multiculturalism in the Classroom. In J. Ernst, A. Clark, W. DeLuca, L. Bottomley, & S. Ferguson (Eds.), *Transforming teaching through implementing inquiry learning objects*. Raleigh, NC. [Http://t2i2.ncsu.edu/](http://t2i2.ncsu.edu/)

Maughan, G. R., & **Mupinga, D. M.** (2010). Prevalent andragogical instructional preferences and technologies. In V. C.X. Wang, (Ed), *Integrating Adult Learning and Technology for effective Education: Strategic approaches* (pp. 206-220). Hershey, PA: IGI Global

**Mupinga, D. M.** & Maughan, G. R. (2009). Impact of information and communication technologies and influence of millennial students on the role of CTE teachers and trainers. In V. C. X. Wang, (Ed.), *Handbook of Research on E-Learning Applications for Career and Technical Education: Technologies for Vocational Training* (pp.71-83). Hershey, PA: IGI Global

***Selected International Peer-Reviewed Presentations***

- Mupinga, D.M., & Williams, M.** (2015). Essential components of an online teacher professional development program. Paper presented at *The 26<sup>th</sup> International Council for Open and Distance Education* conference to be held October 14-16, 2015, Sun City, South Africa.
- Mupinga, D.M.** Comes, B., & Ding, K. (2009). Enhancing the teaching of technical and vocational education using information and communication technologies. Presentation at the *International Vocational Education and Training Association Convention*, Nashville, TN: November 18, 2009.
- Mupinga, D.M. & Busby, J. R.** (2007). Funding patterns in community colleges: Sources of revenue, current funding trends and challenges. Presentation at the *International Vocational Education and Training Association (IVETA)* conference, Las Vegas, NV: December 13, 2007.
- Mupinga, D.M. & Maughan, G.R.** (2007). Vocational education teachers and trainers: Get ready for the millennial student. Presentation at *ALL Africa IVETA/ Regional IFTDO/ASTD* Conference, Mauritius, May 13-16, 2007.
- Mupinga, D.M. & Foster, W.T.** (2006). The impact of aging population on workforce, adult education and training programs. Presentation at the *15<sup>th</sup> International Vocational Education and Training Association*, Moscow, Russia. August 21-24, 2006.
- El Mansour, B. & **Mupinga, D. M.** (2006). Higher education and workplace initiatives to close skill gaps: Examples from selected developed countries. Presentation at the *Third International Congress of the Management of Quality in the Systems of Education and Training*, April 24-26, 2006. Rabat, Morocco.
- Mupinga, D.M.** (2005). Challenges facing the training of technical teachers in Zimbabwe. *International Vocational Education & Training Association* conference, Kansas City, MO: December 8-11, 2005.
- Mupinga, D.M. & Busby, J.R.** (2004). Challenges facing post-secondary technical education in Kenya. *International Vocational Education & Training Association* conference, Las Vegas, NV: Dec.8, 2004.
- Mupinga, D. M. & Burnett, M.F.** (1999). A comparison of vocational educators' perceptions regarding the purpose of vocational education programs in Zimbabwe's secondary schools. *Association for International Agricultural and Extension Education*. Trinidad/Tobago, March 21-26, 1999.

***National Peer-Reviewed Presentations***

- Mupinga, D.M., & Kirin, M.** (2015). Preparing CTE students for global citizenship. Presentation to be made at the *ACTE 2015* convention, New Orleans, LA: November 19-22, 2015
- Mupinga, D.M., & O'Connor, P.** (2014). Are CTE Students Ready for the Global Workplace? Presentation at *ACTE 2014 Convention*, Nashville, TN: November 19-22, 2014.
- Mupinga, D.M.** (2014). Effective instructional strategies for teaching culturally and linguistically different students. Presentation at *National Drop-out Prevention Conference (NPDC)*. Louisville, TN. November 2-5, 2014.
- Kaschak, S., Baer, R., & **Mupinga, DM.** (2013). Assisting Career-Technical Education Teachers Working in Mixed-Ability Classrooms. Presentation at *Division on Career Development and Transition (DCDT)* conference, Williamsburg, Virginia, November 13-16.
- Busby, J., Carey, D., & **Mupinga, D.M.** (2011). Simulators in the Technology Education classroom: A Case. Presentation at *International Technology & Engineering Educators Association Conference*, Minneapolis, MN: March 24-26, 2011

- Mupinga, D.M., & Ding, K.** (2010). Teaching 21st century skills using information and communication technologies. Presentation at *the ACTE 2010 Convention*, Las Vegas, NV: December 2-4, 2010.
- Mupinga, D.M., O'Connor, P., & Dorin, L.** (2010). Instructional strategies and online resources for special needs students. Presentation accepted for the *ACTE 2010 Convention*, Las Vegas, NV: December 2-4, 2010
- Busby, J., **Mupinga, D. M., & Page-Carpenter, P.** (2010). Gaming as an instructional strategy for developing 21<sup>st</sup> century skills. Presentation at the *International Technology Education Conference*, Charlotte, NC: March 18-20, 2010.
- Mupinga, D.M. & Ding, K.** (2009). Enhancing productivity through tiny Web 2.0 desktop tools. Presentation at *ACTE 2009 Convention*, Nashville, TN: November 19-21, 2009.
- Mupinga, D.M., O'Connor, P., & Dorin, L.** (2009). Increasing the capacity of CTE teachers to work with special needs students. Presentation at *the ACTE 2009 Convention*, Nashville, TN: November 19-21.
- Bartlett, J.E. Bartlett, M.E., & **Mupinga, D.M.** (2008). Using discussion boards for research and scholarship among graduate students. Presentation at *ACTER annual conference*, Charlotte, NC: December 2-4, 2008
- Mupinga, D.M.** (2007). Redefining the roles for 21st century career and technical education teachers. Presentation at *ACTE annual conference*, Las Vegas, NV: December 13-15, 2007.
- Mupinga, E. E. & **Mupinga, D.M.** (2007). Strategies for effective behavior management in career and technical education classes. Presentation at *ACTE annual conference*, Las Vegas, NV: Dec.13-15, 2007
- El Mansour, B. & **Mupinga, D. M.** (2007). Examining the cross-cultural training programs in USA and Europe for expatriates working in Morocco. Presentation at *Academy for Human Resource Development* conference, Indianapolis, IN: February 28 - March 4, 2007.
- Okoth, E. & **Mupinga, D.M.** (2007). An evaluation of the international graduate teaching assistants training program. Presentation at *Academy for Human Resource Development* conference, Indianapolis, IN: Feb 28- March 4, 2007.
- Maxwell, J., Gilberti, A.F. & **Mupinga, D.M.** (2006). Use of case study methods in human resource management, development, and training courses: Strategies and techniques. *Academy for Human Resource Development* conference, Cleveland, OH: February 23-26, 2006.
- Mupinga, D.M. & Maughan, G.R.** (2005). Workloads for faculty teaching online courses in community colleges. *Association of Career Technical Education* conference, Kansas City, MO: December 8-11, 2005.
- McCoy, T. & **Mupinga, D.M** (2005). Performance appraisals: Evaluating employees in global companies, *Delta Pi Epsilon 2005 National Conference*, Cincinnati, OH: November 17, 2005.
- Maughan, G.R. & **Mupinga, D.M.** (2005). Training strategies for utility industries in developing nations. *Delta Pi Epsilon 2005 National Conference*, Cincinnati, OH, November 17, 2005.
- Thacker, S. & **Mupinga, D.M.** (2005). Examining the implementation of a human resources development training initiative: The development of manufacturing skills. The 2005 *College Teaching and Learning Conference*, Lake Buena Vista, FL: January 3-7, 2005.
- Mupinga, D.M.** (2004). Distance education, communication challenges. *Distance Learning and Teaching Conference*, Madison, WI: August 4-6, 2004.

**Mupinga, D.M.**, Busby, J, R. & Fagert, M, R., Nora, R. (2003). Communicating effectively with online students. *Association of Career & Technical Education Conference*, Orlando, FL: Dec. 11-13, 2003.

***State Presentations***

**Mupinga, D.M.** (2015). Preparing College Graduates for the Global Workplace. Presentation at the *University Teaching Council conference, Kent State University, Kent, OH., October 23, 2015*

**Mupinga, D.M.**, & Kirin, M. (2015). Effective Strategies for Teaching Global Competencies to Technical and Vocational Education students. Presentation at the *Ohio ACTE conference*, Columbus, Ohio, July 28-30, 2015.

**Mupinga, D.M.**, Kirin, M., & Mathews, E. (2014). Teaching Global Competencies in CTE. Presentation at *Association of career and technical Education (ACTE)*, conference, Columbus, Ohio, July 28-30, 2014.

Kaschak, S., & **Mupinga, DM.** & Baer, R., (2014). Assisting Career-Technical Education Teachers Working in Mixed-Ability Classrooms. Presentation at *Association of career and technical Education (ACTE)*, conference, Columbus, Ohio, July 28-30, 2014.

**Mupinga, D.M.**, & Englehart, M. (2012). Using screencasts to teach vocational education. Presentation at *Ohio Association of Career and Technical Education*, July 27, 2012.

**Mupinga, D.M.** & O'Connor, P. (2011). Using blogs and gaming to increase reading skills of CTE students. Presentation at the *Ohio Association of Career & Technical Education conference*, Columbus, OH: July 26-28, 2011.

**Mupinga, D.M.** & O'Connor, P. (2010). Assistive technologies and accommodations for students with special needs. Presentation at the *Ohio Association of Career & Technical Education conference*, Columbus, OH: July 28-30, 2010.

Mupinga, E. E., & **Mupinga, D.M.** (2010). Managing behavior problems in career and technical education. Presentation at the *Ohio Association of Career & Technical Education conference*, Columbus, OH: July 28-30, 2010.

**SELECTED FUNDED GRANTS**

Mupinga, D.M. (PI). Developing Ohio's Leadership for Global Education in Career and Technical Education. Longview Foundation, 2015. Amount \$24,870

Mupinga, D. M (PI). Internationalizing the career and technical education programs in Ohio. Martha Holden Jennings Foundation, 2014, Amount: \$23,500.

Mupinga, D.M. (PI). University Teaching Travel Grant, Presentation at ITEA conference on Games as an instructional strategy for 21<sup>st</sup> century skills. 2013, Amount: \$500.00

Mupinga, D. M, (PI), Professional development for Workplace Specialist I Certification of vocational teachers, Indiana Department of Education, 2008/09. Amount: \$17,754.00

Mupinga, D.M. (PI). Less Inappropriate Trash Through Education and Recycling (LITTER). A grant proposal aimed at educating middle school kids on recycling and the environmental dangers of trash. Wabash Valley Community Foundation, 2007/8. Amount: \$3,464.00.

Mupinga, D.M. (PI). *Less Inappropriate Trash Through Education and Recycling (LITTER)*. The Liberal Learning in Action. Focus Indiana. 2004-2005. Amount \$1,501.00

**RANDOLPH WALTERS**  
420 Monroe Falls Ave. Suite 15  
Cuyahoga Falls, Ohio 44221  
(251) 533-2537  
[r\\_walters7@hotmail.com](mailto:r_walters7@hotmail.com)

### **CAREER OBJECTIVE**

To obtain a career in the field of Mechanical Engineering

### **EDUCATION**

**Bachelor of Science, Mechanical Engineering**, graduated May 2011  
University of South Alabama, Mobile, Alabama  
GPA: 3.24  
Dean's List

### **EXPERIENCE & ACTIVITIES**

#### **Design Mechanical Engineer- Tire Mold**, Dec 2013- Present

Goodyear Tire and Rubber Company, Akron Ohio

- Design Tire Mold using Cadam and Catia V5 software.
- Provide Technical Support to Tire Designers, Mold Shops and Tire Plants.
- Develop new molds designs, technologies and standards.
- Participate on teams to bring new tire products to market, to improve processes, to resolve issues.
- Provide Technical Support for businesses including OTR, aircraft, race, retread, passenger/lr. truck and medium truck.
- Working with Enovia SmarTeam and X3D software, Catia V4 and V5, Microsoft Word, Excel, PowerPoint, SAP, EMS.
- Experience with Lean 101.

#### **Contractor Tire Construction Engineer**, April 2012- Dec 2013

Mahindra Satyam at Goodyear Tire and Rubber Company, Akron, Ohio

- Developing Tire Constructions for New Products using Customized tools.
- Analyzing the results from Computational tools and decision making in choosing appropriate Constructions.
- Providing Technical Support to Various Tire Manufacturing Facilities.
- Communicating with Goodyear OE customers in compiling the technical requirements.
- Interacting and coordinating with Tire Testing Facilities.
- Enhancing the core Tire Domain knowledge
- Working with Enovia SmarTeam and X3D software, Catia V4 and V5, Microsoft Word, Excel, PowerPoint, Dew Software.
- Worked on Aircraft tire templates, Carcass Project, Tire Industrialization, Tire Modeling for Manufacturing and Testing, BBD project, Tire Sidewall lettering.

#### **Structures Engineer**, July 2011-March 2012

ST Aerospace Mobile Inc, Mobile Alabama

- Repair and modification of commercial freighter aircrafts.
- Modification of commercial aircrafts to frighter aircrafts
- Working with production, fabrication, stress engineers to provide Engineering solutions to a variety of repairs and alterations on aircrafts.
- Work with DER, Boeing and Fedex engineers
- Work on Passenger 757 Aircrafts
- Reading technical drawings
- Working on Microsoft office and Catia software.

**Retail Sales, March 2008-July 2011**

Best Buy, Mobile Alabama

- Building relationship with costumers and employees,
- Solving costumers issues,
- Learning and talking about products,
- Participate in groups to help growth the store brand,
- Working in teams

**Food Prep/ Cafeteria/Concession, September 2007- May 2011**

ARAMARK, University of South Alabama

- Communicate effectively with employees, co-workers and customers in order to prepare and serve food
- Prepare for catering events and provide customer service throughout events

**Referee, Soccer League, 2007 - Present**

Gulf Coast Soccer Association, 2007 - Present

Alabama High School Athletic Association, 2007-2011

- Referee tournaments for Alabama high schools and weekend leagues
- Served as traveling official in surrounding states

**RELEVANT COURSEWORK**

Statics	Mechanics of Materials	Numerical Computation (C++)
Dynamics	Engineering Graphics	Fundamentals of Engineering 1&2
Material Science	ME Analysis 2	Engineering Thermodynamics
Electrical Circuits	ME Thermodynamics	Heat Transfer
Machine Component Design	Instrumentation	Engineering Economics

**COMPUTER SKILLS**

Microsoft Works	Microsoft Word	Windows 95	Internet
MS DOS Desktop	Publisher	Math Lab	AutoCad
Java (C++)	Microsoft Excel	Microsoft Powerpoint	Ansys

**DESIGN PROJECTS**

**Thermal System Design**

- Refrigerators, Heat Exchangers
- Organize meeting, design system using engineering software, presentations, teamwork with fellow engineers
- Writing reports

**Mechanical System Design**

- model a walking mechanism to mimic the walking motion of an army soldier.
- modeling in solid works and ansys software.
- group presentations, teamwork with fellow engineers, organizing meeting, writing reports.

**Capstone Design**

Designing a RC airplane to compete in SAE Aero Design Competition.

- groups meetings, assigning tasks for groups, fundraising and distribution of funds, meeting and working with faculty advisor, presentations, writing progress and design reports, engineering software drawings, RC plane flight training, meeting with local AMA(Academy of Model Aeronautics) members, analysis and building of plane.

**CAMPUS/COMMUNITY INVOLVEMENT**

**Membership, April 2010-May 2011**

President of ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers) and member of ASME(American Society of Mechanical Engineers), University of South Alabama.

- Participate in planning events and trips for conferences,
- Organizing meetings and acquiring funds,
- Raising society awareness among fellow students,
- Meet professional engineers at ASHRAE monthly meetings.

Intramural Sports, Soccer and Basketball, 2007-2008

Summer League Coach, 2003-2005 and 2006-2007

- Coached intramural soccer
- Mentored children
- Maintained organization and discipline of groups during practice

#### **ACHIEVEMENTS**

**ASME** Outstanding Mechanical Engineering Student Nominee

Mupinga, D.M. (PI). The impact of an aging workforce on manufacturing industries in Vigo County. Indiana State University Research Committee. 2007/8. Amount \$1,500.00

Mupinga, D.M. (PI). *Developing virtual mentoring program for Career and Technical Education teachers.* Indiana State University Information Technology Grant, 2006-2007. Amount \$5,000.00.

Mupinga, D.M. (PI) *Examining the challenges facing technical and vocational education teacher program in Kenya.* Indiana State University Research Committee. 2004-2005. Amount: \$1,505.00

Mupinga, D.M (PI). *Assessing the professional needs of Career and Technical Education Teachers in Indiana.* Indiana State University Research Committee. 2003-2004. Amount: \$3,883.00

### **SELECTED PROFESSIONAL CONSULTING**

Curriculum Writer, Developing the T2i2 (Transforming Teaching through Implementing Inquiry) Instructional materials. National Science Foundation Project, (2012)

Training of technical & vocational education personnel in Lesotho on curriculum development, assessment, standardization of training programs, writing skill proficiencies and trade testing, Ministry of Education and Training, Lesotho, (2009/2012).

Development of curriculum and training programs to assist career and technical education teachers with classroom strategies to assist special population students. A collaborative project between Kent State University, Office for Exceptional Children, and Ohio Office of Career-Technical and Adult Education. (2009).

Needs assessment of technical and vocational institutions in Kenya: A case study of Nyeri Technical Training Institute, and Kenya Polytechnic, Kenya. (2008)

Faculty Advisor, CTE Project: Developing instructional material to assist CTE teachers working with students with disabilities. Ohio Office of Career-Technical and Adult Education, (2008). Kent, Ohio

Evaluation of the training of technical teachers in Kenya: A case study of Kenya Technical Teachers College, Nairobi, Kenya. (2006)

### **SERVICE**

**University:** Member, Joint Appeal Board; Member, University Teaching Council

**College & School:** College Advisory Council; Curriculum Committee

**Community:** Habitat for Humanity, Volunteer; Coordinator, Project LITTER, Terre Haute

#### **Professional Organizations**

*Editor*, International Journal of Vocational Education and Training,

*Reviewer:* American Journal of Educational Studies; American Journal of Business Research; Journal of Comparative Education; New Horizons in Adult Education & Human Resource Development

*Proposals Reviewer:* Academy for Human Resource Dev., & Association of Career and Technical Education.

*Advisory Committee Member*, Career Centers & Technical Institutions

### **MEMBERSHIPS**

Academy for Human Resource Development (AHRD);

Association of Career and Technical Education (ACTE)

International Technology and Engineering Educators Association (ITEEA)

International Vocational Education and Training Association (IVETA)

**RANDOLPH WALTERS**

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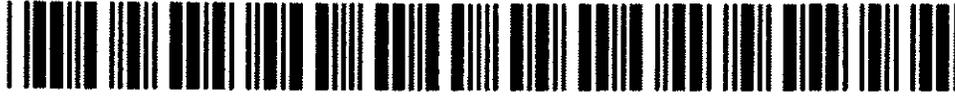
Intramural Sports, Soccer and Basketball, 2007-2008

Summer League Coach, 2003-2005 and 2006-2007

- Coached intramural soccer
- Mentored children
- Maintained organization and discipline of groups during practice

#### **ACHIEVEMENTS**

**ASME** Outstanding Mechanical Engineering Student Nominee



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/07/2016	201606402148	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00	0.00	0.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

AMY GOODSON  
288 S MUNROE RD  
TALLMADGE, OH 44278

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted  
2404039**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**BEACON ACADEMY CHARTER SCHOOL**

and, that said business records show the filing and recording of:

Document(s)

**SUBSEQUENT AGENT APPOINTMENT**

Effective Date: 03/03/2016

Document No(s):

**201606402148**



United States of America  
State of Ohio

Office of the Secretary of State  
Educational Resource Consultants of Ohio, LLC.

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
7th day of March, A.D. 2016.

**Ohio Secretary of State**  
Beacon Academy

Date 7/1/2019 50



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/24/2015	201516829463	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	125.00	0.00	0.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

GILLESPIE SERVICES, LLC  
PO BOX 20942  
COLUMBUS, OH 43220

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**DOMESTIC NONPROFIT CORP - ARTICLES**

Effective Date: 06/17/2015

Document No(s):

**201516829463**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
24th day of June, A.D. 2015.

**Ohio Secretary of State**



Form 532B Prescribed by:

**JON HUSTED**  
**Ohio Secretary of State**

Date Electronically Filed: 6/17/2015

Central Ohio: (614) 466-3910  
Toll Free: (877) SOS-FILE (767-3453)  
www.OhioSecretaryofState.gov  
Busserv@OhioSecretaryofState.gov

**Initial Articles of Incorporation**  
**(Nonprofit, Domestic Corporation)**  
**Filing Fee: \$125**  
**(114-ARN)**

**First:** Name of Corporation

**Second:** Location of Principal office in Ohio  
City:   
County:   
State:

Effective Date (Optional)   
mm/dd/yyyy  
**(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)**

**Third:** Purpose for which corporation is formed

**\*\*Note for Nonprofit Corporations:** The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

**\*\*Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form.

**ORIGINAL APPOINTMENT OF STATUTORY AGENT**

The undersigned, being at least a majority of the incorporators of

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Name

Mailing Address

City

State

Zip Code

Must be signed by the  
Incorporators or a  
majority of the  
incorporators

Signature

Signature

Signature

**ACCEPTANCE OF APPOINTMENT**

The Undersigned,  , named herein as the

Statutory Agent Name

Statutory agent for

Corporation Name

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

Individual Agent's Signature / Signature on behalf of Business Serving as Agent

**By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.**

**Required**

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

LEIGH ANN SMITH

Signature

By

Print Name

Signature

By

Print Name

Signature

By

Print Name



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/07/2016	201606402148	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00	0.00	0.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

AMY GOODSON  
288 S MUNROE RD  
TALLMADGE, OH 44278

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted  
2404039**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**BEACON ACADEMY CHARTER SCHOOL**

and, that said business records show the filing and recording of:

Document(s)

**SUBSEQUENT AGENT APPOINTMENT**

Effective Date: 03/03/2016

Document No(s):

**201606402148**



United States of America  
State of Ohio

Office of the Secretary of State  
Educational Resource Consultants of Ohio, LLC.

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
7th day of March, A.D. 2016.

*Jon Husted*

**Ohio Secretary of State**  
Beacon Academy

Date 7/1/2019 55



Form 521 Prescribed by:  
**JON HUSTED**  
 OHIO SECRETARY OF STATE  
 Toll Free: (877) 808-FILE (877-757-3453)  
 Central Ohio: (614) 466-3010  
 www.OhioSecretaryofState.gov  
 husserv@OhioSecretaryofState.gov  
 File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:  
 Regular Filing (see expedite)  
 P.O. Box 700  
 Columbus, OH 43260  
 Expedite Filing (Two business day processing time. Response on additional \$100.00)  
 P.O. Box 1380  
 Columbus, OH 43260

**Statutory Agent Update**  
**Filing Fee: \$25**

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

Corp (165-AGS)

LP (165-AGS)

LLC (171-LSA)

Business Trust (171-LSA)

Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

Corp (145-AGA)

LP (145-AGA)

LLC (144-LAD)

Business Trust (144-LAD)

Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

Corp (165-AGR)

LP (155-AGR)

LLC (153-LAG)

Partnership (153-LAG)

Business Trust (153-LAG)

Real Estate Investment Trust (153-LAG)

2016 MAR - 3 PM 1:01

Name of Entity

Charter, License or Registration No.

Name of Current Agent

**Complete the information in this section if box (1) is checked**

Name and Address of New Agent

Name of Agent

Mailing Address

City State Zip Code

Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, Amy Goodson, Esq. , named herein as the  
Name of Agent

statutory agent for Beacon Academy Charter School , hereby acknowledges  
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature: [Handwritten Signature] Signature on behalf of Business Serving as Agent

Complete the information in this section if box (2) is checked

New Address of Agent [Blank Box]  
Mailing Address

[Blank Box] Ohio [Blank Box]  
City State Zip Code

Complete the information in this section if box (3) is checked

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

[Blank Box]  
Mailing Address

[Blank Box] [Blank Box] [Blank Box]  
City State Zip Code

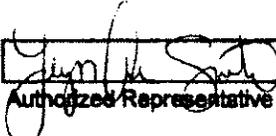
By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

**Required**

Agent update must be signed by an authorized representative (see instructions for specific information).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

  
Authorized Representative

By (if applicable)

Print Name

Authorized Representative

By (if applicable)

Print Name



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/07/2016	201606402410	AMENDED/RESTATED ARTICLES (AMA)	50.00	0.00	0.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

AMY E. GOODSON, ESQ.  
 288 S. MUNROE ROAD  
 TALLMADGE, OH 44278

**STATE OF OHIO  
 CERTIFICATE**

**Ohio Secretary of State, Jon Husted  
 2404039**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**BEACON ACADEMY CHARTER SCHOOL**

and, that said business records show the filing and recording of:

Document(s)

**AMENDED/RESTATED ARTICLES**

Effective Date: 03/03/2016

Document No(s):

**201606402410**



Witness my hand and the seal of the  
 Secretary of State at Columbus, Ohio this  
 7th day of March, A.D. 2016.

*Jon Husted*

Beacon Academy  
**Ohio Secretary of State**

United States of America  
 State of Ohio  
 Educational Resource Consultants of Ohio, LLC.  
 Office of the Secretary of State

Date 7/1/2019 59



Form 541 Prescribed by:  
**JON HUSTED**  
OHIO SECRETARY OF STATE

Toll Free: (877) 808-FILE (877-787-3453)  
Central Ohio: (614) 466-3810

www.OhioSecretaryofState.gov  
hustedj@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)  
P.O. Box 1529  
Columbus, OH 43218

Expedite Filing (two business day processing time)  
Requires an additional \$100.00

P.O. Box 1380  
Columbus, OH 43218

2016 MAR - 3 PM 2: 12

### Certificate of Amendment (Nonprofit, Domestic Corporation) Filing Fee: \$50

Check the appropriate box:

- Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)
- Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation

Charter Number

**A copy of the resolution of amendment must be attached to this document.**

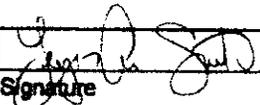
Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided.

**Required**

Must be signed by an authorized officer of the Corporation pursuant to the Ohio Revised Code section 1702.38(G).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

  
Signature

By (if applicable)

Leigh Ann Smith  
Print Name

Signature

By (if applicable)

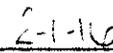
Print Name

**Amended Articles of Incorporation**

RESOLVED, that the Board of Directors of Beacon Academy Charter School approve the Amended Articles of Incorporation to be amended to provide clarification of its non-profit purpose.

RESOLVED FURTHER, that the Board of Directors authorizes Amy Goodson to file the Amended Articles of Incorporation with the Secretary of State.

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Date

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
BEACON ACADEMY CHARTER SCHOOL**

**FIRST:** The name of the Corporation is Beacon Academy Charter School

**SECOND:** The place in the State of Ohio where its principal office is in the City of Canton, Stark County.

**THIRD:** The Corporation is organized exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

**FOURTH:** No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Directors, Officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Third Article hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code (or the corresponding section of any future federal tax code) or (b) by a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code (or the corresponding section of any future federal tax code).

**FIFTH:** Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to a public benefit corporation, the United States, a state or any political subdivision of a state, or an organization recognized as exempt for federal income tax purposes under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to an organization described above, as said Court shall determine. Notwithstanding anything contained in this Article V, to the extent permitted by Chapter 1702 of the Revised Code, at any time during which this Corporation is a community school under the laws of Ohio, it shall be subject to R.C. 3314.074.



**Entity#:** 2404039  
**Filing Type:** CORPORATION FOR NON-PROFIT  
**Original Filing Date:** 06/17/2015  
**Location:** CANTON-  
**Business Name:** BEACON ACADEMY CHARTER SCHOOL  
  
**Status:** Active  
**Exp. Date:** 03/03/2021

## Agent/Registrant Information

AMY GOODSON, ESQ  
288 S MUNROE RD  
TALLMADGE OH 44278  
03/03/2016  
Active

## Incorporator Information

LEIGH ANN SMITH

## Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/NON-PROFIT	06/17/2015	201516829463
DOMESTIC/AMENDED RESTATED ARTICLES	03/03/2016	201606402410
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	03/03/2016	201606402148



Thu May 23 2019

UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF SECRETARY OF STATE

*I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.*



*Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 23rd of May, A.D. 2019*

Ohio Secretary of State

Handwritten signature of Frank LaRose in cursive script.

**Employer ID Number**

**Beacon Academy EIN number is 47-5428946**

# CODE OF REGULATIONS OF BEACON ACADEMY CHARTER SCHOOL

## ARTICLE I GENERAL

### **Section 1. Name.**

The name of this Ohio nonprofit corporation shall be Beacon Academy Charter School. (the "Corporation").

### **Section 2. Operation, Objectives, and Guiding Principles.**

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated as a public benefit corporation as defined in §1702.01(P) of the Ohio Revised Code.

a. The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

b. Unless otherwise specifically set forth in this Code of Regulations:

1. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and
2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and
3. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and
4. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator or sponsor of a community school unless at one year has elapsed since the conclusion of the person's membership; and
5. No loans shall be made by the Corporation to its directors or officers.

### **Section 3. Location.**

The Corporation's headquarters shall be located and maintained in Stark County, Ohio or such other location as the Board of Directors may determine.

**Section 4. Property**

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

**ARTICLE II  
BOARD OF DIRECTORS**

**Section 1. Management.**

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Corporation shall have a Board of Directors consisting of no less than five members; all of whom shall be appointed to terms in accordance with Section 2 below.

**Section 2. Authority.**

Except where otherwise provided in the Ohio Revised Code, the Corporation's Articles of Incorporation, or this Code of Regulations, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine, so long as not otherwise prohibited.

**Section 3. Election of and Term of Office of Directors.**

Each Director shall hold office for a term of three years commencing on the day of the meeting at which the Director was elected and ending on the day of the third annual meeting thereafter or until successor Directors are elected and qualified. The initial Directors terms may be less than three years so as to create staggered terms. Prior to the expiration of each Director's term, the remaining Board of Directors shall appoint, by majority vote, a replacement Director who shall serve a three year term commencing upon the expiration of each initial Director's term. Directors may be reappointed and serve additional terms.

**Section 4. Director Vacancies.**

a. Except as provided in Section 3 above, the office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall be made by a vote of the remaining directors, though less than a majority of the whole authorized number of Directors.

**Section 5. Qualifications.**

All Directors are required to obtain a criminal background check, in compliance with Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. At any time during which this Corporation is a community school under the laws of Ohio, no member of

the Board may serve on the governing authority of more than the statutory maximum number of Ohio community schools.

**Section 6. Compensation.**

Directors may elect to receive compensation pursuant to Ohio Revised Code provisions governing compensation of community school governing authority members. Directors may also be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

**Section 7. General Powers of the Board.**

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

**Section 8. Other Powers.**

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

- a. to fix, define and limit the powers and duties of all officers,
- b. to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation;
- c. to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve;
- d. to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

**ARTICLE III  
MEETINGS**

**Section 1. Meetings of the Board.**

The Board shall use standard practices of parliamentary procedure.

Annual Meetings of the Board of Directors shall be held each year for the election of officers and for the transaction of any other business which may properly come before the Board.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code and at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be communicated to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore, which may be for general purposes. Notice of meetings shall be given to the public as required by Ohio law and Board policy.

**Section 2. Meetings Held Through Communications Equipment and Action Without a Meeting.**

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such meeting. Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees. The preceding notwithstanding, no meeting may be held through the use of communications equipment and no action without a meeting may be taken at any time during which the Corporation holds a charter as a community school under Chapter 3314 of the Ohio Revised Code or is otherwise subject to Section 121.22 of the Ohio Revised Code.

**Section 3. Quorum.**

Except as otherwise provided in this Code of Regulations, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

**Section 4. Vote of Directors.**

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members entitled to vote.

**Section 5. Executive Session.**

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended.

## ARTICLE IV OFFICERS

### Section 1. Election of Officers.

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

**a. President.** The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. The President shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; recruit new board members; act as spokesperson for the organization; periodically consult with board members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

**b. Vice-President.** The Vice-President shall perform duties as are conferred upon him/her by these Regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

**c. Secretary.** The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. The Secretary shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature. The Board may assign, by way of resolution or contract, the Secretary's recording and notice duties to an employee, contractor, or other individual.

**d. Treasurer.** The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an Assistant Treasurer to act as the corporation's designated Fiscal Officer who shall hold such licenses and receive such training as required by Ohio law.

**e. Designated Fiscal Officer.** The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Assistant Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the Board's review of and action related to the Board's financial responsibilities; work with any management organizations or other service providers as needed to ensure that appropriate financial reports are made available to the Board on a timely basis; work with the board to develop and recommend annual budgets ; and review and answer Board members' questions about the annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon his/her removal as Fiscal Officer shall turn over to the Board of Directors or a successor Fiscal Officer as directed by the Board, all property, books, papers, and money of the Corporation in his/her control; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

**Section 2. Assistant and Subordinate Officers.**

The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation, if any.

**Section 3. Duties of Officers May be Delegated.**

In the absence of any officer of the Corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director, so long as not otherwise prohibited.

**Section 4. Qualifications and Authority of Officers.**

The Officers of the Corporation may, but need not, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

**Section 5. Term of Office.**

The officers of the Corporation shall hold office for one year. The number of terms of such Officers is not hereby limited.

**Section 6. Resignation and Removal.**

Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.

**Section 7. Officer Vacancies.**

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

## **ARTICLE V COMMITTEES**

The Corporation may have Standing or Special Committees to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President or the Board from among its members. Committee members shall be appointed by the President or the Board.

## **ARTICLE VI BOARD POLICIES**

### **Section 1. Nondiscriminatory Policy**

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status or military status with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the Corporation will comply with all federal and state laws regarding the education of handicapped students.

### **Section 2. Conflicts of Interest Policy**

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person.

## **ARTICLE VII INDEMNIFICATION**

### **Section 1. Indemnification.**

The Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director or Officer of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation, proceeding, claim or other matter therein, and the Corporation as deemed proper by the Board of Directors may indemnify any other person, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation, proceeding, claim, or other matter therein, whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or having been a Director, Officer, employee, volunteer, advisor, fiduciary, or other agent of or in a similar capacity with the Corporation.

Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

**Section 2. Insurance.**

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, or volunteer of the Corporation.

**ARTICLE VIII  
CONFLICT WITH ARTICLES OF INCORPORATION**

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

**ARTICLE IX  
DISSOLUTION**

The Corporation may be dissolved by the Board of Directors at any time, provided that upon dissolution the Corporation shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended. Notwithstanding the foregoing, to the extent permitted by Chapter 1702 of the Revised Code, at any time during which this Corporation is a community school under the laws of Ohio, it shall be subject to R.C. 3314.074.

**ARTICLE X  
FISCAL YEAR**

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

## **Administrative and Governance Plan**

It takes a team, not an individual to accomplish a school's mission and vision. Empowering all stakeholders to give their opinions and help make decisions are essential for accomplishing short and long term goals dictated by the school's mission and vision. The School shall be under the direction of a Governing Authority, which shall be its Board of Directors. The Board of Directors will have the responsibility of directing and governing the school based on its charter. Additionally, they are accountable for ensuring that the academic program of charter school is successful, that the school's program and operation are faithful to the terms of its charter, and that the school is a viable organization. While each Board of Directors is unique, Beacon Academy Board of Directors will be responsible for guiding the school and establishing policies, budget oversight, and evaluation of the sponsor, strategic planning, and other high-level decisions.

The Board of Directors contracts with The Educational Empowerment Group (EEG) an EMO, to provide complete full service management. Pursuant to the Management Agreement, EEG shall undertake the day-to-day operation of the School. As provided for in the Management Agreement, EEG will provide the Board of Directors with various reports on performance of the School including its enrollment, attendance, academic performance, financials (including balance sheets, income statements, budget reports, etc.), parent/student satisfaction, withdrawals, suspensions, and expulsions.

EEG's leadership staff has extensive experience in the creation, launch, and overall operations of charter schools throughout the State of Ohio. Both Co-Founders of EEG, have experience in teaching, administration, curriculum, professional development, operations and overall school management. EEG understands the relationship between governing authority, sponsor, and the Ohio Department of Education. As an EMO, EEG is hired to serve on the governing authority's behalf, always working in collaboration to ensure the success of the school. With this in mind, EEG is a service driven organization. It is EEG's goal to ensure that the school meets all of the objectives and goals given through the oversight of the sponsoring organization. With this proper alignment, together these entities can work to provide a model for other charter schools to emulate.

EEG and the governing authority understand ERCO's role would be that of oversight, monitoring, guidance, support, technical assistance, and compliance. We also understand that ERCO is to provide oversight to be sure the school has a sound education program, organizational plan, financial plan, as well as strong capacity to implement the proposal effectively according to state mandated guidelines, regulations, and laws that clearly demonstrate a strong capacity for establishing and operating a quality charter school. Therefore, the governing authority's vision for its relationship with ERCO is to develop a successful Sponsor relationship with open lines of communication which will ultimately benefit the students attending our school.

EEG believes in establishing solid relationships with all stakeholders. We involve staff, parents, students, board members, community organizations, and the sponsor in our operations and will be ensuring the school have the same philosophy and transparency. These solid strategic partnerships will aid in the establishment of a student centered organization providing excellence in educational outcomes.

The initial "Founding" Board of Directors formed itself from volunteers within the community who have experience within industry, government, education, pre-school, children with disabilities, business management, social service agencies, and other backgrounds which may prove helpful in the organization of the corporation. Expertise will be sought and additional board members recruited to ensure that skills and strengths not currently found within the board will be tapped from the local community.

As board members cycle off the Board, new board members will be recruited to ensure that the board has the appropriate skills and experience level to appropriately govern the School. Current founding board members will be responsible for recruiting and electing new board members to ensure that the mission, vision, and values of the School remain constant through the transition to a more traditional governing board. New board members will be recruited by the existing board members through existing relationships in the community, notices posted on the School website, information at school events, and/or through social networking websites such as LinkedIn.

As positions on the Board become available, the following profile will be considered to appoint new members. The ideal Board candidate will:

- (1) be a resident of the School's greater geographical area and/or be conscious of the population and community from which the student body will be composed- in other words, they must offer some form of community association;
- (2) show a genuine concern (passion) for the education of today's youth, especially those that comprise the School's targeted student population;
- (3) add to the variety of professions/occupations represented by the existing Board composition, broadening the expertise of the group corporately; and
- (4) create a cross- section of diverse professions/occupations representative of the community. Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time. Founding and new governing board members will be provided with an orientation and training made available. All board members shall participate in a 5-hour governance training session within thirty (30) days of appointment to the Board, which will include but not be limited to the following topics:

- Governance
- Conflicts of Interest
- Ethics
- Financial Responsibility
- Review of existing school policies
- Overview of Roles and Responsibilities of board members
- Strategic Planning

# CODE OF REGULATIONS OF BEACON ACADEMY CHARTER SCHOOL

## ARTICLE I GENERAL

### **Section 1. Name.**

The name of this Ohio nonprofit corporation shall be Beacon Academy Charter School. (the "Corporation").

### **Section 2. Operation, Objectives, and Guiding Principles.**

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated as a public benefit corporation as defined in §1702.01(P) of the Ohio Revised Code.

a. The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

b. Unless otherwise specifically set forth in this Code of Regulations:

1. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and
2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and
3. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and
4. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator or sponsor of a community school unless at one year has elapsed since the conclusion of the person's membership; and
5. No loans shall be made by the Corporation to its directors or officers.

### **Section 3. Location.**

The Corporation's headquarters shall be located and maintained in Stark County, Ohio or such other location as the Board of Directors may determine.

**Section 4. Property**

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

**ARTICLE II  
BOARD OF DIRECTORS**

**Section 1. Management.**

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Corporation shall have a Board of Directors consisting of no less than five members; all of whom shall be appointed to terms in accordance with Section 2 below.

**Section 2. Authority.**

Except where otherwise provided in the Ohio Revised Code, the Corporation's Articles of Incorporation, or this Code of Regulations, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine, so long as not otherwise prohibited.

**Section 3. Election of and Term of Office of Directors.**

Each Director shall hold office for a term of three years commencing on the day of the meeting at which the Director was elected and ending on the day of the third annual meeting thereafter or until successor Directors are elected and qualified. The initial Directors terms may be less than three years so as to create staggered terms. Prior to the expiration of each Director's term, the remaining Board of Directors shall appoint, by majority vote, a replacement Director who shall serve a three year term commencing upon the expiration of each initial Director's term. Directors may be reappointed and serve additional terms.

**Section 4. Director Vacancies.**

a. Except as provided in Section 3 above, the office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall be made by a vote of the remaining directors, though less than a majority of the whole authorized number of Directors.

**Section 5. Qualifications.**

All Directors are required to obtain a criminal background check, in compliance with Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. At any time during which this Corporation is a community school under the laws of Ohio, no member of

the Board may serve on the governing authority of more than the statutory maximum number of Ohio community schools.

**Section 6. Compensation.**

Directors may elect to receive compensation pursuant to Ohio Revised Code provisions governing compensation of community school governing authority members. Directors may also be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

**Section 7. General Powers of the Board.**

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

**Section 8. Other Powers.**

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

- a. to fix, define and limit the powers and duties of all officers,
- b. to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation;
- c. to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve;
- d. to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

**ARTICLE III  
MEETINGS**

**Section 1. Meetings of the Board.**

The Board shall use standard practices of parliamentary procedure.

Annual Meetings of the Board of Directors shall be held each year for the election of officers and for the transaction of any other business which may properly come before the Board.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code and at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be communicated to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore, which may be for general purposes. Notice of meetings shall be given to the public as required by Ohio law and Board policy.

## **Section 2. Meetings Held Through Communications Equipment and Action Without a Meeting.**

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such meeting. Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees. The preceding notwithstanding, no meeting may be held through the use of communications equipment and no action without a meeting may be taken at any time during which the Corporation holds a charter as a community school under Chapter 3314 of the Ohio Revised Code or is otherwise subject to Section 121.22 of the Ohio Revised Code.

## **Section 3. Quorum.**

Except as otherwise provided in this Code of Regulations, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

## **Section 4. Vote of Directors.**

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members entitled to vote.

## **Section 5. Executive Session.**

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended.

## ARTICLE IV OFFICERS

### **Section 1. Election of Officers.**

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

**a. President.** The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. The President shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; recruit new board members; act as spokesperson for the organization; periodically consult with board members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

**b. Vice-President.** The Vice-President shall perform duties as are conferred upon him/her by these Regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

**c. Secretary.** The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. The Secretary shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature. The Board may assign, by way of resolution or contract, the Secretary's recording and notice duties to an employee, contractor, or other individual.

**d. Treasurer.** The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an Assistant Treasurer to act as the corporation's designated Fiscal Officer who shall hold such licenses and receive such training as required by Ohio law.

**e. Designated Fiscal Officer.** The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Assistant Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the Board's review of and action related to the Board's financial responsibilities; work with any management organizations or other service providers as needed to ensure that appropriate financial reports are made available to the Board on a timely basis; work with the board to develop and recommend annual budgets ; and review and answer Board members' questions about the annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon his/her removal as Fiscal Officer shall turn over to the Board of Directors or a successor Fiscal Officer as directed by the Board, all property, books, papers, and money of the Corporation in his/her control; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

**Section 2. Assistant and Subordinate Officers.**

The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation, if any.

**Section 3. Duties of Officers May be Delegated.**

In the absence of any officer of the Corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director, so long as not otherwise prohibited.

**Section 4. Qualifications and Authority of Officers.**

The Officers of the Corporation may, but need not, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

**Section 5. Term of Office.**

The officers of the Corporation shall hold office for one year. The number of terms of such Officers is not hereby limited.

**Section 6. Resignation and Removal.**

Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.

**Section 7. Officer Vacancies.**

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

## **ARTICLE V COMMITTEES**

The Corporation may have Standing or Special Committees to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President or the Board from among its members. Committee members shall be appointed by the President or the Board.

## **ARTICLE VI BOARD POLICIES**

### **Section 1. Nondiscriminatory Policy**

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status or military status with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the Corporation will comply with all federal and state laws regarding the education of handicapped students.

### **Section 2. Conflicts of Interest Policy**

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person.

## **ARTICLE VII INDEMNIFICATION**

### **Section 1. Indemnification.**

The Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director or Officer of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation, proceeding, claim or other matter therein, and the Corporation as deemed proper by the Board of Directors may indemnify any other person, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation, proceeding, claim, or other matter therein, whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or having been a Director, Officer, employee, volunteer, advisor, fiduciary, or other agent of or in a similar capacity with the Corporation.

Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

**Section 2. Insurance.**

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, or volunteer of the Corporation.

**ARTICLE VIII  
CONFLICT WITH ARTICLES OF INCORPORATION**

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

**ARTICLE IX  
DISSOLUTION**

The Corporation may be dissolved by the Board of Directors at any time, provided that upon dissolution the Corporation shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended. Notwithstanding the foregoing, to the extent permitted by Chapter 1702 of the Revised Code, at any time during which this Corporation is a community school under the laws of Ohio, it shall be subject to R.C. 3314.074.

**ARTICLE X  
FISCAL YEAR**

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

## CODE OF ETHICS & CONFLICT OF INTEREST POLICY

### I. PURPOSE

The purpose of this Code of Ethics and Conflict of Interest Policy is to promote the honest and ethical conduct of the directors, officers and employees of the Corporation, including: (i) the ethical handling of actual or apparent conflicts of interest; (ii) full, fair, accurate, timely and understandable disclosure; (iii) compliance with all applicable governmental rules and regulations; (iv) prompt internal reporting of violations; and, (v) accountability for adherence to this Code of Ethics. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit corporations and Ohio community schools.

### II. DEFINITIONS

1. Interested Person. Any director, officer, or member of a committee with governing board delegated powers of the Corporation who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:
  - (a) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
  - (b) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
  - (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

### III. PROCEDURES

1. Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement.
2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall thereupon determine whether the disclosure shows that a conflict of interest exists.
3. Procedures for Addressing the Conflict of Interest.
  - a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
  - b. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - c. After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
  - d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
4. Violations of the Conflict of Interest Policy.
  - a. If the board or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest or has violated this policy, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose or violation.
  - b. If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest or has violated this policy, it shall take appropriate disciplinary and corrective action.

5. Prohibited Relationships and Acts. The foregoing notwithstanding, the limitations specified below shall apply to all of the Corporation's directors, officers and applicable employees, and any situation violating such limitations shall constitute a violation of this policy, not subject to waiver or approval by the board or otherwise:
- (i) No member of the governing board shall be an officer or employee of an education management organization or a sponsor having a business relationship with the Corporation.
  - (ii) No director, officer, or employee of the Corporation may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.
  - (iv). No member of the governing board shall during the time of membership also serve as a member of a school district board of education.
  - (v) No member of the governing board shall owe money to the state in relation to a closed community school or have an unresolved finding for recovery against him or her as listed in the state audit database.
  - (vi) No member of the governing board shall have been convicted of a crime that would cause that member to be ineligible for a teaching license.
  - (vii) No member of the governing board shall have been convicted or have pled guilty to theft in office under Ohio Revised Code 2921.41 or a substantially similar offense in another state.

#### IV. RECORDS OF PROCEEDINGS

The minutes of the board and all committees with board-delegated powers shall contain:

- (a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
- (b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

#### V. COMPENSATION

- (a) A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation other than the compensation as

authorized under the Ohio Revised Code for compensation to community school governing board members.

- (b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

## **VI. ANNUAL CONFLICT OF INTEREST STATEMENTS**

Each director, officer and employee shall at the time of election, appointment or employment, and every annually thereafter, sign a statement which affirms that such person:

- (a) Has received a copy of this Code of Ethics and Conflict of Interest Policy,
- (b) Has read and understands this Code of Ethics and Conflict of Interest Policy,
- (c) Has agreed to comply with this Code of Ethics and Conflict of Interest Policy, and
- (d) Understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- (e) Understands that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions. All members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions. These restrictions also apply to all officers and employees of a community school, although teachers and other educators who do not perform, and have no board to perform, supervisory or administrative functions are not subject to the post-employment and conflict of interest restrictions in R.C. 102.03.

## **VII. COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

Recognition of the public interest must be a permanent commitment of the Corporation in the conduct of its affairs. The activities of the Corporation's directors, officers and employees must always be in full compliance with both the letter and spirit of the Education Law, Not-for-Profit Corporation Law, the Corporation's Charter, the Corporation's Code of Regulations and all other laws, rules and regulations applicable to the Corporation's purposes and business. Furthermore, no such person should assist any third party in violating any applicable law, rule or regulation. This principle applies whether or not such assistance is, itself, unlawful. The Corporation's directors, officers and employees must respect and obey the laws of the cities, states and countries in which the Corporation operates and avoid even the appearance of impropriety. When there is a doubt as to the lawfulness of any proposed activity, advice must be sought from the Corporation's

president, the directors and/or legal counsel.

Violation of applicable laws, rules or regulations may subject the Corporation, as well as any director, officer or employee involved, to severe adverse consequences, including imposition of injunctions, monetary damages, fines and criminal penalties, including imprisonment. Directors, officers and applicable employees who fail to comply with this Code of Ethics and applicable laws will be subject to disciplinary measures up to and including termination of employment or relationship with the Corporation.

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.
- (b) Whether partners and joint venture arrangements and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or impermissible private benefit.

School: \_\_\_\_\_

## BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

Please respond to each of the following to the best of your knowledge. Any answers provided on this form do not necessarily mean a conflict exists, however, additional information may be requested based upon the answers provided.

1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.  yes  no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.  yes  no
3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.  yes  no
4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.  yes  no
5. Are you employed by:  
    a school district?  yes  no  
    an educational service center?  yes  no
6. Do you serve on a school district board of education?  yes  no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?  yes  no
8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?  yes  no
9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?  yes  no
10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?  
 yes  no
11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.  yes  no
12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.  yes  no
13. Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?  
 yes  no

If yes, describe the Financial Interest: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

14. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school's **sponsor**:

\_\_\_\_\_ or  none

15. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by the school's **operator/management company**:

\_\_\_\_\_ or  none

List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by a **vendor** that has contracted with this school:

\_\_\_\_\_ or  none

16. List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:

School Name:	Stipend amount:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

17. Disclose any other potential conflicts of interest you may have with regard to your service on this school's Board of Directors: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

18. I have submitted to a background check as required by the sponsor contract and understand that the background check results will be provided to the sponsor and a copy of the results may be retained at the school facility and/or the school's document management system, which may be accessible by the school's educational management organization?  yes  no

By signing below, I attest to the truth of the above statements and agree to promptly inform the Board of Directors of any changes in my responses.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

Curry

School: Beacon

**2018-2019 BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Please respond to each of the following to the best of your knowledge. Any answers provided on this form do not necessarily mean a conflict exists, however, additional information may be requested based upon the answers provided.

- 1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.  
 yes       no
- 2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.  
 yes       no
- 3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.  
 yes       no
- 4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.  
 yes       no
- 5. Are you employed by:  
a school district?  
 yes       no  
an educational service center?  
 yes       no
- 6. Do you serve on a traditional public school district board of education?  
 yes       no
- 7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?  
 yes       no
- 8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?  
 yes       no
- 9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?  
 yes       no
- 10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?  
 yes       no
- 11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.  
 yes       no
- 12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.  
 yes       no

13. Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?  
 yes       no

If yes, describe the Financial Interest: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

14. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school's sponsor:

\_\_\_\_\_ or  None

15. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by the school's operator/management company:

\_\_\_\_\_ or  None

List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by a vendor that has contracted with this school:

\_\_\_\_\_ or  None

16. List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:

School Name:	Stipend Amount:
<u>Beacon</u>	\$ <u>125/month</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

17. Disclose any other potential conflicts of interest you may have with regard to your service on this school's Board of Directors:

N/A  
 \_\_\_\_\_  
 \_\_\_\_\_

18. I have submitted to a background check as required by the sponsor contract and understand that the background check results will be provided to the sponsor and a copy of the results may be retained at the school facility and/or the school's document management system, which may be accessible by the school's educational management organization.

yes       no

By signing below, I attest to the truth of the above statements and agree to promptly inform the Board of Directors of any changes in my responses.

Mark Curry  
 Signature

12/10/18  
 Date

Mark Curry  
 Name Printed

School: Beacon

### 2018-2019 BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

Please respond to each of the following to the best of your knowledge. Any answers provided on this form do not necessarily mean a conflict exists, however, additional information may be requested based upon the answers provided.

1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.  
 yes       no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.  
 yes       no
3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.  
 yes       no
4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.  
 yes       no
5. Are you employed by:  
a school district?  
 yes       no  
an educational service center?  
 yes       no
6. Do you serve on a traditional public school district board of education?  
 yes       no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?  
 yes       no
8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?  
 yes       no
9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?  
 yes       no
10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?  
 yes       no
11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.  
 yes       no
12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.  
 yes       no

13. Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?

yes  no

If yes, describe the Financial Interest: \_\_\_\_\_

14. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school's sponsor:

\_\_\_\_\_ or  None

15. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by the school's operator/management company:

\_\_\_\_\_ or  None

List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by a vendor that has contracted with this school:

\_\_\_\_\_ or  None

16. List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service.

School Name:

Stipend Amount:

_____ Beacon Academy _____	\$ 12500
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

17. Disclose any other potential conflicts of interest you may have with regard to your service on this school's Board of Directors:

N/A

18. I have submitted to a background check as required by the sponsor contract and understand that the background check results will be provided to the sponsor and a copy of the results may be retained at the school facility and/or the school's document management system, which may be accessible by the school's educational management organization.

yes  no

By signing below, I attest to the truth of the above statements and agree to promptly inform the Board of Directors of any changes in my responses.

Signature

Date

Name Printed

School: Beacon Academy

**2018-2019 BOARD MEMBER QUALIFICATION &  
CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Please respond to each of the following to the best of your knowledge. Any answers provided on this form do not necessarily mean a conflict exists, however, additional information may be requested based upon the answers provided.

1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.  
 yes       no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.  
 yes       no
3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.  
 yes       no
4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.  
 yes       no
5. Are you employed by:  
a school district?  no  
 yes  
an educational service center?  
 yes       no
6. Do you serve on a traditional public school district board of education?  
 yes       no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?  
 yes       no
8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?  
 yes       no
9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?  
 yes       no
10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?  
 yes       no
11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.  
 yes       no
12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.  
 yes       no

13. Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?  
 yes  no

If yes, describe the Financial Interest: \_\_\_\_\_  
\_\_\_\_\_

14. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school's **sponsor**:

\_\_\_\_\_ or  None

15. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by the school's **operator/management company**:

\_\_\_\_\_ or  None

List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by a **vendor** that has contracted with this school:

\_\_\_\_\_ or  None

16. List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:

School Name:

Stipend Amount:

<u>Beacon</u>	\$ <u>125.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

17. Disclose any other potential conflicts of interest you may have with regard to your service on this school's Board of Directors:

18. I have submitted to a background check as required by the sponsor contract and understand that the background check results will be provided to the sponsor and a copy of the results may be retained at the school facility and/or the school's document management system, which may be accessible by the school's educational management organization.

yes  no

By signing below, I attest to the truth of the above statements and agree to promptly inform the Board of Directors of any changes in my responses.

Frank Harris  
Signature

12-10-18  
Date

Frank Harris  
Name Printed

School: BEACON ACADEMY

**2018-2019 BOARD MEMBER QUALIFICATION &  
CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Please respond to each of the following to the best of your knowledge. Any answers provided on this form do not necessarily mean a conflict exists, however, additional information may be requested based upon the answers provided.

1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.  
 yes       no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.  
 yes       no
3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.  
 yes       no
4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.  
 yes       no
5. Are you employed by:  
a school district?  
 yes       no  
an educational service center?  
 yes       no
6. Do you serve on a traditional public school district board of education?  
 yes       no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?  
 yes       no
8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?  
 yes       no
9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?  
 yes       no
10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?  
 yes       no
11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.  
 yes       no
12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.  
 yes       no

13. Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?

yes  no

If yes, describe the Financial Interest: \_\_\_\_\_

14. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school's sponsor:

or  None

15. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by the school's operator/management company:

or  None

List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by a vendor that has contracted with this school:

or  None

16. List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:

School Name:

Stipend Amount:

N/A	\$
	\$
	\$
	\$
	\$
	\$

17. Disclose any other potential conflicts of interest you may have with regard to your service on this school's Board of Directors:

NONE

18. I have submitted to a background check as required by the sponsor contract and understand that the background check results will be provided to the sponsor and a copy of the results may be retained at the school facility and or the school's document management system, which may be accessible by the school's educational management organization.

yes  no

By signing below, I attest to the truth of the above statements and agree to promptly inform the Board of Directors of any changes in my responses.

Signature

Date

Name Printed

School: Beacon Academy

**2018-2019 BOARD MEMBER QUALIFICATION &  
CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Please respond to each of the following to the best of your knowledge. Any answers provided on this form do not necessarily mean a conflict exists, however, additional information may be requested based upon the answers provided.

1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.  
 yes       no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.  
 yes       no
3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.  
 yes       no
4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.  
 yes       no
5. Are you employed by:  
a school district?  
 yes       no  
an educational service center?  
 yes       no
6. Do you serve on a traditional public school district board of education?  
 yes       no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?  
 yes       no
8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?  
 yes       no
9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?  
 yes       no
10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?  
 yes       no
11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.  
 yes       no
12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.  
 yes       no

13. Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?

yes  no

If yes, describe the Financial Interest: \_\_\_\_\_

14. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school's sponsor:

\_\_\_\_\_ or  None

15. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by the school's operator/management company:

\_\_\_\_\_ or  None

List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by a vendor that has contracted with this school:

\_\_\_\_\_ or  None

16. List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:

School Name:	Stipend Amount:
Castle High School	\$ 125
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

17. Disclose any other potential conflicts of interest you may have with regard to your service on this school's Board of Directors:

N/A

18. I have submitted to a background check as required by the sponsor contract and understand that the background check results will be provided to the sponsor and a copy of the results may be retained at the school facility and/or the school's document management system, which may be accessible by the school's educational management organization.

yes  no

By signing below, I attest to the truth of the above statements and agree to promptly inform the Board of Directors of any changes in my responses.

RANDOLPH WALTERS  
Signature

10/6/2018  
Date

RANDOLPH WALTERS  
Name Printed

# Beacon Academy

## 2019-2020 School Calendar

August 2019							September 2019							October 2019						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

November 2019							December 2019							January 2020						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	

February 2020							March 2020							April 2020						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
						1	1	2	3	4	5	6	7				1	2	3	4
2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11
9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18
16	17	18	19	20	21	22	22	23	24	25	26	27	28	19	20	21	22	23	24	25
23	24	25	26	27	28	29	29	30	31					26	27	28	29	30		

May 2020							June 2020							July 2020						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				

- School Closed
- Teachers Last Day
- Parent Teacher Conferences
- Professional Development (no school for students)
- End of Quarter
- First and Last Day of School

Aug 12-20	Planning/Development Days
Aug 21	First Day of School for Students
Aug 30	Professional Development - No School
Sep 2	Labor Day - Closed
Oct 10	End of 1st Quarter - 35 days - 227.5 Hours
Oct 11	PD/Records Day - No School
Oct 14	Professional Development - No School
Oct 25	Professional Development - No School
Nov 26	Parent Teacher Conferences - 4:00pm -8:00pm
Nov 27	Parent Teacher Conferences - 8:00am - noon
Nov 27-29	Thanksgiving Break - No School
Dec 2	Professional Development - No School

Dec 6	Professional Development - No School
Dec 20	End of 2nd Quarter - 43 Days - 279.5 Hours
Dec 23 - Jan 3	Winter Break - No School
Jan 20	MLK Day - No School
Feb 17	Presidents Day - No School
Feb 21	Professional Development - No School
March 13	End of 3rd Quarter - 47 Days - 305.5 Hours
March 23-27	Spring Break - No School
April 10 & 13	Spring Holiday - No School
May 22	Professional Development - No School
May 25	Memorial Day - No School
May 28	Last Day - 45 Days - 292.5 Hours

Instructional Hours - 1,105 Professional Development - 15 Days/120 Hours

Instructional Days - 170

Educational Resource Consultants of Ohio, LLC.

Beacon Academy

Date 7/1/2019 102

## ATTACHMENT 2

- A. Educational Plan / Program and alignment with Ohio Academic Standards
- B. School's Mission, goals, ages and grades of students and focus of curriculum.
- C. Blended Learning Model Description (if appropriate).

## Education Plan

### Program Alignment with Ohio Academic Standards

Beacon Academy's model is built on the concept of empowering students with 21<sup>st</sup> Century skills. Our curriculum is aligned to Ohio's Learning Standards. The Learning Standards guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's Learning Standards and gain critical 21<sup>st</sup> Century skills.

Learning Standards – Beacon Academy will teach in accordance with the Ohio Learning Standards.

ELA - <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Arts-Standards/ELA-Learning-Standards-2017.pdf.aspx>

Mathematics – <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics/MATH-Standards-2017.pdf.aspx>

Science – <http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Science/ScienceStandards.pdf.aspx>

Social Studies – <http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx>

### Non-Core Content

Physical education will be taught to all students in grades K-5. Physical education classes will emphasize healthy lifestyles and enhance motor skills among students. The classes will operate in thirty-minute increments, and the instructor will be teaching and utilizing the Ohio Learning Standards, as it relates to physical education.

Physical Education <http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Physical-Education/Updated-Physical-Education-Standards-Evaluations-2/Updated-Physical-Education-Standards.pdf.aspx>

It is imperative that the focus of curricula for the students is based on specific knowledge and skills which are supported by effective instructional practices. The written curriculum for The Academy will be based on the Ohio Model Curricula, which can be accessed using the following link:

<http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula>.

Instructors will employ a variety of strategies to effectively implement the Ohio Model Curriculum. Teachers will incorporate pedagogy which will address visual, auditory and kinesthetic learners. Additionally, students will have opportunities to collaborate and form learning groups, in which they will be guided to take ownership in the learning process. Small group instruction will be provided to students who display learning deficits. Technology will be integrated into the lessons through the utilization of Promethean tables, Promethean boards, document cameras and Chromebooks.

### **Instructional Practices**

Twenty-first Century students need to be adaptive critical thinkers. The Academy will employ a variety instructional delivery methods which will foster collaboration and communication skills among students. Our model focuses on the students' learning styles and levels of ability by providing the instructor with opportunities to differentiate instruction. Students are challenged with individualized, standards based instruction which incorporates all of the requirements for the 21st Century citizen. The students are presented with opportunities that develop their skills in the areas of communication and global awareness. They are being trained to be media savvy and career oriented. Students need to understand and learn how to take advantage of the various forms of technology available to today's work force. To remain competitive in an increasingly global, knowledge-based economy, students must have a skill set which includes technology, collaboration, innovation, critical thinking and problem solving.

The Academy utilizes instructional methods which are research based and scientifically sound. These instructional techniques have been proven to be highly effective with this population. These strategies will include the following: Computer Based Learning, Student Centered Learning, Project Based Learning, and the Essential Elements of Effective Instruction.

### **Computer Based Learning**

The Academy utilizes a computer based instructional program which is designed to allow each student to progress at his or her own pace. This builds success and, in turn, self-confidence among students. Computer based learning with a multimedia format is highly visual, interactive and more engaging, than getting information solely from traditional academic text. Integration of technology promotes self-directed learning and computer literacy. It also engrosses students into the educational content which enhances learning. Students with various learning styles can be academically successful with the utilization of computer based learning, as it addresses various modalities. Through Computer Based Instruction, lessons are

sequenced carefully for maximally effective learning of “big ideas.” Instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Instructional programs challenge students to use various strategies for solving problems; thereby, enhancing critical thinking and problem solving skills. The individual lessons use mediated scaffolding. This means that students are presented with problems with a high degree of structure and support from the program. As students become more capable and advance through lessons, the structure is decreased so that they become increasingly independent learners. Computer-based instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Computer-Based instruction is an integral delivery method in our approach to educate EL students, as it fosters critical thinking and interactive activities which focuses on current grade levels of students. It helps with language and literacy development, and integrates elements to address all learning styles.

These delivery methods have been proven to be effective in the classroom, as defined by ESSA. **Computer-Based Instruction** is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student’s academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21<sup>st</sup> Century skills necessary for success. <https://www.edutopia.org/technology-integration-guide-importance>

The amount of technology available for education has increased exponentially over the past decade. Thus, it is important to discover what types of tools exist and in what ways they are most effective. Technology also becomes increasingly important for the development of 21st century skills. The 21st Century Framework (2004) promotes technological literacy because students must know how to use technology effectively and ethically in order to succeed in a global community. To educate students who can compete in a global job market, it is necessary to improve upon their technology skills, as well as their skills in core content, according to the 21st Century Framework. Integrating technology into core content courses promotes technological literacy, as well as a better understanding of core concepts. As noted by the National Council of Teachers of Math (NCTM) (2008):

*” Technology is an essential tool for learning mathematics in the 21st century, and all schools must ensure that all their students have access to technology. Effective teachers maximize the potential of technology to develop students’ understanding, stimulate their interest, and increase their proficiency in mathematics. When technology is used strategically, it can*

*provide access to mathematics for all students”.*

Kulik (2003) used measures of effect size to summarize findings from eight (8) meta-analyses of instructional technology in elementary and secondary schools to show:

- Professional development for teachers and easy access to Internet connected computers for teachers and students enhance the learning effectiveness of instructional technology.
- Computer enrichment programs have positive effects on students' writing, mathematics, and performance in the natural and social sciences. In fact, "simply giving students greater access to computers and Internet resources often results in gains in writing skill."
- The effects of using Integrated Learning Systems (ILS) can be increased by providing more time for students to spend on the ILS instruction and by enabling students to work in pairs on the ILS instruction, rather than individually.
- Student familiarity with and knowledge of computers influences effectiveness of technology-based instruction.
- The effectiveness of simulation programs for helping students to acquire higher order thinking skills can be increased with additional hands-on activities, and when the simulations are used as preparation for further instruction.
- Writing skills programs that provide prompts independent of student requests are most effective.

Waxman, et al. (2003) conducted a meta-analysis of the effectiveness of instructional technology on student outcomes. The results of this quantitative synthesis show a positive effect of teaching and learning with technology on student outcomes. The findings also revealed no significant differences across the contextual categories of study quality, teaching, and technology characteristics. In other words, the results can be generalized across a wide variety of conditions that have been investigated as well as across student, school, and study characteristics.

Since the School's curriculum is technology-enriched, it is critical that safe, ethical and, appropriate use of all technology usage is promoted at the School. The School supports the safe, ethical, and legal use of technology resources. The School will provide for compliance with the acceptable use of technology through appropriate student supervision and filtering techniques and software. These techniques, in addition to blocking inappropriate materials, will automatically notify School staff of such attempts immediately. All School staff will be required to participate in the School's professional development modules on effective use of technology and demonstrate proficiency in delivering and supporting instruction using technology.

- Computer-based instruction: Computer-based instruction that works to support teacher presented instruction is effective.
- The value of computers to assist in instruction has been well established in scientific research over a 25 to 30-year period.
- Instructional practices generally known as Constructivism result in increased student learning

## **Student-Centered Learning**

While some of the students are working at the computers, the other students are instructed individually, working on projects, and/or in small groups to fully understand the material that they have learned and to delve more deeply into related elements. An additional benefit of this learning model is that the use of this format largely frees the students from the typical classroom distractions and disruptions. This maximizes the time students are engaged in learning. Student Centered Learning is a technique which fosters active participation and transforms the teacher from lecturer to coach or facilitator. This instructional method includes active learning, cooperative learning and inductive teaching methods.

Active learning is a process whereby students are immersed in the learning process, as it requires the students to participate in meaningful learning activities, such as: think-pair-share, group discussions, role plays, ice breakers and question and answer pairs. Students are allowed the opportunity to pause and think during instruction to enable mastery of content. Cooperative learning involves students working collaboratively to accomplish common learning goals. Students are divided in to small groups for the purpose of maximizing learning. Students in cooperative learning groups solve multi-step problems, as the instructor provides guidance. Cooperative learning increases student achievement and encourages positive interdependency among students. Inductive teaching stimulates the enhancement of inference skills among students which is imperative when problem solving.

Student centered learning increases student responsibility and motivates them to become invested in their own learning process. It also emphasizes tasks that attract the interests of the students. Effective usage, in conjunction with the traditional direct instructional approach, elevates retention and critical thinking. Authentic learning occurs through the offering of a plethora of learning activities which motivates learners, as students' individuality and learning styles are considered. EL students can especially benefit from this instructional approach, as it can be linked to different cultures, communities and past experiences. They are also afforded the opportunity to interact with peers.

Our commitment to keeping students safe, loved and learning includes making decisions based on the latest research and practices in order to provide the best

possible educational outcome for each and every one of our students. Madeline Hunter’s Essential Elements of Effective Instruction (EEEI) will be the framework for all instruction. This will be a district-wide initiative to focus on the fundamentals of quality instruction. The Elements of the lesson cycle must meet the cognitive and affective needs on the learner’s mind. The chart below describes the elements of the lesson and the impact on the learner’s mind. This framework will be the basis of the lesson cycle that will be utilized throughout all forms of instruction.

<b>Elements of the Lesson Cycle</b>	<b>Impact on the Learner’s Mind</b>
<b>Teacher’s objective for the lesson</b>	The teacher has clearly in mind the outcome of the lesson: the content and the student “proving” behavior.
<b>Anticipatory Set</b>	Causes the student to transfer any previous knowledge regarding the objective, and consequently, focus on the content.
<b>Lesson Objective – students are told the objective and how they will be held accountable</b>	Causes the student to know exactly what he/she is to learn and what product is to be produced in order to improve mastery of the Ohio Learning Standards.
<b>Purpose of Learning</b>	Causes the student to know why it is important to master this content.
<b>Input</b>	Causes the student to assimilate the information necessary to master the content.
<b>Model</b>	Causes the student to become familiar with the criteria that will make the model correct, so that the follow-up examples make sense. Causes the student to experience a correct model.
<b>Check for Understanding</b>	Causes the student to know whether or not his/her thinking is correct.
<b>Guided Practice</b>	Causes the student to know whether or not his/her thinking is correct.
<b>Closure</b>	Causes the student to reflect on the learning for the purpose of insight and clarification.
<b>Independent Practice</b>	Causes the student to gain fluency by practicing independently.

The needs of students are the focal point of instruction. Therefore, it is imperative that our instructional methods support every learning style, and students are empowered to have ownership in their individual learning process. Research suggests that changing the paradigm from teacher centered to student centered has benefits which affect all learners, including EL students. One of the benefits is higher student achievement. Each student is unique, which supports why it is important to recognize that they learn at various rates with different styles. As students learning styles are discovered, and instruction is designed to support the learning styles, there academic deficits are improved. Moreover, the learner feels validated which motivates effort and efficacy.

Teachers will assign roles and responsibilities to each learner and utilize creativity in instructional delivery practices. This learning model supports the Constructivist theory and increases the development of metacognitive skills. Recent neuroscience discoveries indicate that dendrites from the brain cells only grow when the brain is actively engaged. The neuron-networks, which are formed in the human brain, remain connected when repeatedly utilized (Ratey, 2002). In order to maximize learning, instructional techniques must be employed which allows the learner increase the development of neuron-networks in the brain. The assignment of various learning tasks and responsibilities stimulates growth through exercising the brain.

The aforementioned instructional delivery methods have been proven to be effective in the classroom, as defined by ESSA. **Computer-Based Instruction** is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student's academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21<sup>st</sup> Century skills necessary for success.

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[http://www.iglls.org/files/classroom\\_brief.pdf](http://www.iglls.org/files/classroom_brief.pdf)

<http://ijcrme.rmodernresearch.com/wp-content/uploads/2015/06/55.pdf>

## Project Based Learning

We believe strongly in the ideals of Project Based Learning. As explained by the Buck Institute, the emergence of the methods of teaching called “Project Based Learning” (PBL) is the result of two (2) important developments over the last twenty-five (25) years.

- Research in neuroscience and psychology has extended cognitive and behavioral models of learning—which support traditional direct instruction—to show that knowledge, thinking, doing, and the contexts for learning are inextricably tied. We now know that learning is partly a social activity; it takes place within the context of culture, community, and past experiences. This is apparent in research on problem-based learning in the medical field, an important forerunner of PBL. Research shows that learners not only respond by feeding back information, but they also actively use what they know to explore, negotiate, interpret, and create. They *construct* solutions, thus shifting the emphasis toward the process of learning. In addition, cognitive research has revealed much more about the nature of problem solving. Education has benefited from this research, as teachers have learned how to effectively scaffold content and activities to amplify and extend the skills and capabilities of students.
- Most teachers understand that the industrial culture shaped the organization and methods of schools in the 20<sup>th</sup> century and recognize that schools must now adapt to a new century. Students need both knowledge *and* skills to succeed. This need is driven not only by workforce demands for high-performance employees who can plan, collaborate, and communicate, but also by the need to help all young people learn civic responsibility and master their new roles as “global citizens”.

A growing body of academic research supports the use of Project Based Learning (PBL) as a way to engage students, motivate students to learn, cut absenteeism, boost cooperative learning, and raise academic achievement. Research studies have demonstrated that PBL can:

- be more effective than traditional instruction in increasing academic achievement on annual state-administered assessment tests (Geier et al., 2008);
- be more effective than traditional instruction for teaching mathematics, science, and social science (Boaler, 1997; Mergendoller, 2007; Walker & Leary, 2008);

- be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers (Strobel & van Barneveld, 2008);
- be more effective than traditional instruction for preparing students to integrate and explain concepts (Capon & Kuhn, 2004);
- improve students' mastery of 21<sup>st</sup> century skills (Hmelo, 1998);
- be especially effective with lower-achieving students (Lynch et al., 2005); and,
- provide an effective model for whole school reform (National Clearinghouse for Comprehensive School Reform, 2004).

Project Based Learning is an effective instructional tool for EL students. positively impacts EL students by allowing students the opportunity to experience learning through creating, as it is kinesthetic. It also fosters student engagement by making lessons relevant. As students recognize the relevance of lessons, a deeper learning experience occurs; thereby, the lessons become meaningful. Moreover, Project Based Learning enhances the learning experience for EL students through collaboration. Collaboration offers peer support by building English vocabulary and speaking the language through discussion and dialogue.

<https://www.edutopia.org/blog/supporting-ells-in-pbl-projects-andrew-miller>

### **The Essential Elements of Effective Instruction**

EEEEI is used as the roadmap for Student Centered Learning, as it guides the fundamentals of quality instruction. It provides instructional strategies which will foster powerful teaching and learning for all students, and the instruction is collective, collaborative and focused. Based on the research of Madeline Hunter, in order to achieve optimal instruction, effective procedures must occur at the planning stages.

<https://www.slideshare.net/BruceMims/essential-elements-of-effective-instruction-ppt-30173820>

<http://www.thhs.qc.edu/ourpages/auto/2010/10/20/57043719/EEI%20Guide.pdf>

All of the strategies utilized at the Academy have been researched and proven to affect positive outcomes at it relates to student achievement, which aligns with ESSA. The evidence is strong in evaluating the effectiveness of the instructional methods used. In addition, all instructional methods provide interventions for EL students, which is outlined in ESSA. The majority of studies for each strategy indicate a positive impact on student academics.

### **Curriculum Alignment with Ohio Learning Standards**

The Academy will utilize the Ohio Learning Standards and the Ohio Model Curriculum to inform instruction.

**ELA** - <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Arts-Standards/ELA-Learning-Standards-2017.pdf.aspx>

**Mathematics** – <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Ohio-Learning-Standards-in-Mathematics/MATH-Standards-2017.pdf.aspx>

**Science** – <http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Science/ScienceStandards.pdf.aspx>

**Social Studies** – <http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx>

**Ohio Model Curriculum** - <http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula>

The Ohio Learning Standards and Ohio Model Curriculum will guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's Learning Standards and gain critical 21st Century skills.

The knowledge and skills defined in the Ohio Learning Standards and Ohio Model Curriculum are within reach of all of our students. The Academy's educational program and written curriculum will directly correlate with the Ohio Learning Standards and serve as the base for curriculum in all subjects. The Ohio Learning Standards and Ohio Model Curriculum will provide the base of a student-centered curriculum. Students will work in teams on projects that require critical thinking and the application of knowledge to real-world situations. This approach makes learning more relevant and allows students to see a purpose for mastering the state-required skills and gives them an opportunity to develop real-life competencies required for success in the workplace.

The Academy's model is inspired by the belief that inner city students have the right to a quality education. By utilizing various resources to guide instruction, such as diagnostic assessment data, Ohio Learning Standards, research based curriculum and effective instructional strategies, we believe learning gaps can be closed, and the potential of all children unleashed. Students who are at risk, such as those who are economically disadvantaged or English Language Learners, will find a learning environment that emphasizes a mastery of content knowledge and skills alongside analytical, creative, entrepreneurial, and other cognitive capabilities. The Academy partners with parents, community and teachers for each child's success and provides the requisite skills to help prepare each child for college.

The knowledge and skills defined in the Ohio Learning Standards are within reach of all of our students. The Academy's educational program and curriculum will directly correlate with the Ohio Learning Standards and serve as the base for curriculum in all subjects. The Ohio Learning Standards will provide the base of a student-centered curriculum. Students will work in teams on projects that require critical thinking and the application of knowledge to real-world situations. This approach makes learning more relevant and allows students to see a purpose for mastering the state-required skills and gives them an opportunity to develop real-life competencies required for success in the workplace.

The Academy's curriculum is aligned well to the school's mission, vision, and philosophy. The Academy's mission is to serve inner city children through a rigorous curriculum that demands hard work from students, advocates effective and ongoing diagnostic testing, and emphasizes basic skills to ensure that every student has the requisite foundation, knowledge and preparation to achieve academically and succeed in college. All of the curriculum selected for use by NMRPA is research based, rigorous, and tightly aligned to the Ohio Learning Standards. It balances the basic skills needed with challenging content that builds the prerequisite knowledge needed for college readiness.

The school's vision is that leaves our school will exceed expectations in the areas of academics, college preparation and success, career success, character development, and personal satisfaction. Our curriculum is designed to help our students overcome the wide range of challenges faced by immigrant and other educationally at-risk students, including critical cultural and language barriers that require unique approaches to learning. Students within this community are predominately educationally and economically disadvantaged, those most at risk of not meeting state academic standards.

## **Mission and Vision**

### **Mission**

Beacon Academy will promote intellectual and personal development through professionally focused, summative and formative learning opportunities, preparing students to succeed, lead, and serve. The School will be dedicated to providing student-centered services in a professional and compassionate manner, utilizing highly trained and committed staff to individualize educational strategies that will empower each student to succeed in a cutting edge learning environment.

### **Vision**

Beacon Academy will strive to be recognized as a model of academic excellence, characterized as engaged, dynamic, growing, and adding value to the lives of its students, staff, and community, and to become a laboratory for the development of best-practices in every aspect of education.

## **Student Profile Information**

Beacon Academy is located in the Canton City School District and will accept students in Kindergarten through 8<sup>th</sup> grade from any other district within the State of Ohio. Beacon Academy is not looking to serve a niche population, per se. Rather it seeks to provide a rigorous and exciting educational environment, offering a wide range of courses and opportunities for student engagement that is not available in the area currently. Beacon Academy promotes a project-based learning environment and it will offer both before and after school care, as well as extra-curricular programs such as music and sports to supplement the student's experience.

We serve an equivalent population as compared to Canton City Schools. Beacon Academy serves students within the Canton City School district, as well as students from surrounding districts. The demographic profile of these students reflects the resident district's students. Similarly, the income level of the students who attend Beacon Academy includes families at poverty-level income qualifying a student for certain services or benefits (e.g. Title I Reading, lunch program). The percentage of students at or below the poverty level in the Canton City School district offers an appropriate method of portraying the socioeconomic status of the student body and, in turn, of describing the socioeconomic characteristics of our student body. A significant percentage of the students who attend Beacon Academy have family income at or below poverty level.

While we will focus our recruitment efforts, it is important to note that the School will accept all eligible students who reside in the school district. In accordance with federal and state antidiscrimination laws, the School will not discriminate on the basis of any legally protected category in the admission of students.

**Beacon Academy**  
**Top Three Strategic Planning Priorities**

**Target Goals - Reading**

- By June 2020, 70% of students K-2 will score on the path to be proficient or above on STAR reading assessment and 90% of students 3-8 will achieve individualized growth targets on the STAR reading assessment through the delivery of targeted, relevant, rigorous, and appropriate instruction based on the Essential Elements of Effective Instruction (EEEI) format.
- By June 2020, 70% of students will perform at proficient or higher on the State Reading Assessment.

**Target Goal - Math**

- By June 2020, 90% of students 1-8 will achieve individualized growth targets on the STAR math assessment through the delivery of targeted, relevant, rigorous, and appropriate instruction based on the EEEI format

**Strategies**

- Implementation of Essential Elements of Effective Instruction and lesson planning
  - o Teachers will continue to receive ongoing professional development in the appropriate implementation of EEEI
  - o The Principal provides timely feedback on lesson plans
- Weekly classroom walk-thrus
  - o The Principal provides timely feedback on weekly classroom walk-throughs
  - o The Director of Curriculum and Instruction provides timely weekly feedback based on classroom walk-thrus
  - o The Principal and Director of Curriculum and Instruction collaborate on focused improvements for each teacher
  - o Based on the walk-thru observation, the feedback and monitoring is focused on an area of focus for the week
  - o The Principal tracks, follows-up and monitors critical issues observed
  - o The Principal and Director of Curriculum & Instruction have created Teacher Progress Monitoring binders for each teacher in which 1 long-term and 2 short-term goals will be created for each teacher and monitored through walk-throughs, observations, etc. The Principal will meet with each teacher on a bi-weekly basis to monitor the progression of the goals and to establish new ones as necessary.
- Level of rigor
  - o Teachers will continue to receive ongoing professional development on the levels of questioning necessary to increase student's understanding and mastery
  - o The Principal and Director of Curriculum and Instruction monitors the level of questioning within the classroom
  - o Utilize the data derived from walk-thrus to inform and modify instructional practices
- Assessments
  - o Teachers will utilize pre-assessments and post-assessments to identify areas of strengths and areas of growth
  - o The STAR assessments will be used to monitor growth and target areas for improvement.
- Teacher Based Teams
  - o The weekly TBT meetings will review reading common core standards, assessment results and classroom strategies, including the instructional framework, to address student scores and track individual progress.

Data driven instruction system that includes:

- Identifying weak standards on STAR exams and targeting a specific few for spiral review between STAR exams in an effort to improve mastery. (Tracking via a “growth report”)
- Grouping students by STAR scores and writing specific action plans for each group.
- Differentiated small grouping where the teacher meets with differentiated groups during classroom instruction at least 3-4 times a week
- Exit tickets
- EasyCBM – tracking for student reading fluency

### **Early Literacy K-3 Focus**

- In recognition that we are falling short of meeting progress in regards to growth in our K-3 classrooms, a large emphasis on Early Literacy has been established for this year.
  - o Fluency – All K-5 classrooms are responsible for tracking the progress of their students’ reading fluency each month using EasyCBM. Interventions will be created based upon the individual student growth, and a more consistent use of choral reading and paired-partner reading will be emphasized in each reading block.
  - o Phonemic Awareness – All K-3 classrooms are responsible for teaching phonemic awareness using the Heggerty curriculum. Phonemic Awareness assessments are given to Kindergarten and 1<sup>st</sup> grade students three times per school year.
  - o Phonics – All K-3 teachers are responsible for dedicating 15-20 minutes of phonics instruction during each reading block, ensuring mastery before progressing.
  - o Vocabulary – All K-3 teachers are required to teach content based vocabulary for 10-15 minutes per reading block, infusing this instruction with hands-on and engaging techniques that will enrich the students’ vocabulary and recognition of it.

### **Teacher Observation, Feedback and Support System**

- Weekly and/or Bi-Weekly 15 min instructional feedback session with principal and general education teachers in addition to observation and feedback from EEG academic team.

### **Interim Targets**

- Mid-year STAR assessment projections
  - o In reading and math, 50% of students will achieved mastery by the winter administration of the STAR assessment.
- End-of-year STAR assessment projections
  - o Reading
    - By June 2019, 80% of all students in grades K – 8 will show proficient achievement outcomes depicted by the STARs assessment in reading through the delivery of targeted, relevant, rigorous, and appropriate instruction based on the EEEI format.
  - o Math
    - By June 2019, based on data from STARs assessment, 85% of the students will score proficient or higher in math problem solving.

### **Evidence do you have of the Quality of Implementation?**

- Classroom walk-through data indicates the level of instructional practices and areas which need additional focus, as well as, additional professional development.
- Lesson planning feedback and lesson implementation observations indicate improvement in both areas is required.
- Review and analysis of TBT data.
- Monthly progress monitoring results.

### **Anticipated Outcomes and Responsibility**

- STARs data to be used a progress monitoring.
- TBTs focus discussions on student achievement and effective teaching strategies to improve achievement.

- Classroom walk-through data indicates improved instructional practices and areas which need additional focus, as well as, additional professional development
- The VP of Education and the Director of Curriculum and Instruction review the improvement plan and monitor the implementation
- The Director of Curriculum and the Principal work collaboratively to review data, progress and the manner in which best practices should be implemented.
- The Principal is the primary individual who oversees the academic progress of the school and reviews the data.
- The Principal communicates to the staff the overall data being monitored and engages the staff in discussions on how to improve upon weaknesses and capitalize on the strengths within the building.
- Weekly staff team meetings will take place to review data and make appropriate plans to meet academic needs.
- The data is discussed in weekly staff meetings and TBT meetings.
- Mid-course corrections, if necessary, will take place after the mid-year STAR assessment.
  - o This decision will be a team collaboration based on the data obtained from the STAR assessment

## School Curriculum and Pedagogy

Beacon Academy's model is built on the concept of empowering students with 21<sup>st</sup> Century skills. Our curriculum is aligned to Ohio's Learning Standards. The Learning Standards guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's Learning Standards and gain critical 21<sup>st</sup> Century skills.

Learning Standards – Beacon Academy will teach in accordance with the Ohio Learning Standards.

ELA - <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Arts-Standards/ELA-Learning-Standards-2017.pdf.aspx>

Mathematics – <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics/MATH-Standards-2017.pdf.aspx>

Science – <http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Science/ScienceStandards.pdf.aspx>

Social Studies – <http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx>

### Non-Core Content

Physical education will be taught to all students in grades K-5. Physical education classes will emphasize healthy lifestyles and enhance motor skills among students. The classes will operate in thirty-minute increments, and the instructor will be teaching and utilizing the Ohio Learning Standards, as it relates to physical education.

Physical Education <http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Physical-Education/Updated-Physical-Education-Standards-Evaluations-2/Updated-Physical-Education-Standards.pdf.aspx>

It is imperative that the focus of curricula for the students is based on specific knowledge and skills which are supported by effective instructional practices. The written curriculum for The Academy will be based on the Ohio Model Curricula, which can be accessed using the following link:

<http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula>.

Instructors will employ a variety of strategies to effectively implement the Ohio Model Curriculum. Teachers will incorporate pedagogy which will address visual, auditory and kinesthetic learners. Additionally, students will have opportunities to

collaborate and form learning groups, in which they will be guided to take ownership in the learning process. Small group instruction will be provided to students who display learning deficits. Technology will be integrated into the lessons through the utilization of Promethean tables, Promethean boards, document cameras and Chromebooks.

The knowledge and skills defined in Ohio's Learning Standards are within reach of all of our students. The Academy's educational program and curriculum will directly correlate with Ohio's New Learning Standards and serve as the base for curriculum in all subjects. Ohio's Learning Standards will provide the base of a student-centered curriculum. Students will work in teams on projects that require critical thinking and the application of knowledge to real-world situations. This approach makes learning more relevant and allows students to see a purpose for mastering the state-required skills and gives them an opportunity to develop real-life competencies required for success in the workplace.

Twenty-first Century students need to be adaptive critical thinkers. The Academy will employ a variety instructional delivery methods which will foster collaboration and communication skills among students. Our model focuses on the students' learning styles and levels of ability by providing the instructor with opportunities to differentiate instruction. Students are challenged with individualized, standards based instruction which incorporates all of the requirements for the 21st Century citizen. The students are presented with opportunities that develop their skills in the areas of communication and global awareness. They are being trained to be media savvy and career oriented. Students need to understand and learn how to take advantage of the various forms of technology available to today's work force. To remain competitive in an increasingly global, knowledge-based economy, students must have a skill set which includes technology, collaboration, innovation, critical thinking and problem solving.

The Academy utilizes instructional methods which are research based and scientifically sound. These instructional techniques have been proven to be highly effective with this population. These strategies will include the following: Computer Based Learning, Student Centered Learning, Project Based Learning, and the Essential Elements of Effective Instruction.

### **Computer Based Learning**

The Academy utilizes a computer based instructional program which is designed to allow each student to progress at his or her own pace. This builds success and, in turn, self-confidence among students. Computer based learning with a multimedia format is highly visual, interactive and more engaging, than getting information solely from traditional academic text. Integration of technology promotes self-directed learning and computer literacy. It also engrosses students into the

educational content which enhances learning. Students with various learning styles can be academically successful with the utilization of computer based learning, as it addresses various modalities. Through Computer Based Instruction, lessons are sequenced carefully for maximally effective learning of “big ideas.” Instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Instructional programs challenge students to use various strategies for solving problems; thereby, enhancing critical thinking and problem solving skills. The individual lessons use mediated scaffolding. This means that students are presented with problems with a high degree of structure and support from the program. As students become more capable and advance through lessons, the structure is decreased so that they become increasingly independent learners. Computer-based instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Computer-Based instruction is an integral delivery method in our approach to educate EL students, as it fosters critical thinking and interactive activities which focuses on current grade levels of students. It helps with language and literacy development, and integrates elements to address all learning styles.

These delivery methods have been proven to be effective in the classroom, as defined by ESSA. **Computer-Based Instruction** is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student’s academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21<sup>st</sup> Century skills necessary for success. <https://www.edutopia.org/technology-integration-guide-importance>

The amount of technology available for education has increased exponentially over the past decade. Thus, it is important to discover what types of tools exist and in what ways they are most effective. Technology also becomes increasingly important for the development of 21st century skills. The 21st Century Framework (2004) promotes technological literacy because students must know how to use technology effectively and ethically in order to succeed in a global community. To educate students who can compete in a global job market, it is necessary to improve upon their technology skills, as well as their skills in core content, according to the 21st Century Framework. Integrating technology into core content courses promotes technological literacy, as well as a better understanding of core concepts. As noted by the National Council of Teachers of Math (NCTM) (2008):

*” Technology is an essential tool for learning mathematics in the 21st century, and all schools must ensure that all their students have access to*

*technology. Effective teachers maximize the potential of technology to develop students' understanding, stimulate their interest, and increase their proficiency in mathematics. When technology is used strategically, it can provide access to mathematics for all students”.*

Kulik (2003) used measures of effect size to summarize findings from eight (8) meta-analyses of instructional technology in elementary and secondary schools to show:

- Professional development for teachers and easy access to Internet connected computers for teachers and students enhance the learning effectiveness of instructional technology.
- Computer enrichment programs have positive effects on students' writing, mathematics, and performance in the natural and social sciences. In fact, "simply giving students greater access to computers and Internet resources often results in gains in writing skill."
- The effects of using Integrated Learning Systems (ILS) can be increased by providing more time for students to spend on the ILS instruction and by enabling students to work in pairs on the ILS instruction, rather than individually.
- Student familiarity with and knowledge of computers influences effectiveness of technology-based instruction.
- The effectiveness of simulation programs for helping students to acquire higher order thinking skills can be increased with additional hands-on activities, and when the simulations are used as preparation for further instruction.
- Writing skills programs that provide prompts independent of student requests are most effective.

Waxman, et al. (2003) conducted a meta-analysis of the effectiveness of instructional technology on student outcomes. The results of this quantitative synthesis show a positive effect of teaching and learning with technology on student outcomes. The findings also revealed no significant differences across the contextual categories of study quality, teaching, and technology characteristics. In other words, the results can be generalized across a wide variety of conditions that have been investigated as well as across student, school, and study characteristics.

Since the School's curriculum is technology-enriched, it is critical that safe, ethical and, appropriate use of all technology usage is promoted at the School. The School supports the safe, ethical, and legal use of technology resources. The School will provide for compliance with the acceptable use of technology through appropriate student supervision and filtering techniques and software. These techniques, in addition to blocking inappropriate materials, will automatically notify School staff

of such attempts immediately. All School staff will be required to participate in the School's professional development modules on effective use of technology and demonstrate proficiency in delivering and supporting instruction using technology.

- Computer-based instruction: Computer-based instruction that works to support teacher presented instruction is effective.
- The value of computers to assist in instruction has been well established in scientific research over a 25 to 30-year period.
- Instructional practices generally known as Constructivism result in increased student learning

### **Student-Centered Learning**

While some of the students are working at the computers, the other students are instructed individually, working on projects, and/or in small groups to fully understand the material that they have learned and to delve more deeply into related elements. An additional benefit of this learning model is that the use of this format largely frees the students from the typical classroom distractions and disruptions. This maximizes the time students are engaged in learning. Student Centered Learning is a technique which fosters active participation and transforms the teacher from lecturer to coach or facilitator. This instructional method includes active learning, cooperative learning and inductive teaching methods.

Active learning is a process whereby students are immersed in the learning process, as it requires the students to participate in meaningful learning activities, such as: think-pair-share, group discussions, role plays, ice breakers and question and answer pairs. Students are allowed the opportunity to pause and think during instruction to enable mastery of content. Cooperative learning involves students working collaboratively to accomplish common learning goals. Students are divided in to small groups for the purpose of maximizing learning. Students in cooperative learning groups solve multi-step problems, as the instructor provides guidance. Cooperative learning increases student achievement and encourages positive interdependency among students. Inductive teaching stimulates the enhancement of inference skills among students which is imperative when problem solving.

Student centered learning increases student responsibility and motivates them to become invested in their own learning process. It also emphasizes tasks that attract the interests of the students. Effective usage, in conjunction with the traditional direct instructional approach, elevates retention and critical thinking. Authentic learning occurs through the offering of a plethora of learning activities which motivates learners, as students' individuality and learning styles are considered. EL students can especially benefit from this instructional approach, as it can be

linked to different cultures, communities and past experiences. They are also afforded the opportunity to interact with peers.

Our commitment to keeping students safe, loved and learning includes making decisions based on the latest research and practices in order to provide the best possible educational outcome for each and every one of our students. Madeline Hunter’s Essential Elements of Effective Instruction (EEEI) will be the framework for all instruction. This will be a district-wide initiative to focus on the fundamentals of quality instruction. The Elements of the lesson cycle must meet the cognitive and affective needs on the learner’s mind. The chart below describes the elements of the lesson and the impact on the learner’s mind. This framework will be the basis of the lesson cycle that will be utilized throughout all forms of instruction.

<b>Elements of the Lesson Cycle</b>	<b>Impact on the Learner’s Mind</b>
<b>Teacher’s objective for the lesson</b>	The teacher has clearly in mind the outcome of the lesson: the content and the student “proving” behavior.
<b>Anticipatory Set</b>	Causes the student to transfer any previous knowledge regarding the objective, and consequently, focus on the content.
<b>Lesson Objective – students are told the objective and how they will be held accountable</b>	Causes the student to know exactly what he/she is to learn and what product is to be produced in order to improve mastery of the Ohio Learning Standards.
<b>Purpose of Learning</b>	Causes the student to know why it is important to master this content.
<b>Input</b>	Causes the student to assimilate the information necessary to master the content.
<b>Model</b>	Causes the student to become familiar with the criteria that will make the model correct, so that the follow-up examples make sense. Causes the student to experience a correct model.
<b>Check for Understanding</b>	Causes the student to know whether or not his/her thinking is correct.
<b>Guided Practice</b>	Causes the student to know whether or not his/her thinking is correct.
<b>Closure</b>	Causes the student to reflect on the learning for the purpose of insight and clarification.

**Independent Practice**

Causes the student to gain fluency by practicing independently.

The needs of students are the focal point of instruction. Therefore, it is imperative that our instructional methods support every learning style, and students are empowered to have ownership in their individual learning process. Research suggests that changing the paradigm from teacher centered to student centered has benefits which affect all learners, including EL students. One of the benefits is higher student achievement. Each student is unique, which supports why it is important to recognize that they learn at various rates with different styles. As students learning styles are discovered, and instruction is designed to support the learning styles, there academic deficits are improved. Moreover, the learner feels validated which motivates effort and efficacy.

Teachers will assign roles and responsibilities to each learner and utilize creativity in instructional delivery practices. This learning model supports the Constructivist theory and increases the development of metacognitive skills. Recent neuroscience discoveries indicate that dendrites from the brain cells only grow when the brain is actively engaged. The neuron-networks, which are formed in the human brain, remain connected when repeatedly utilized (Ratey, 2002). In order to maximize learning, instructional techniques must be employed which allows the learner increase the development of neuron-networks in the brain. The assignment of various learning tasks and responsibilities stimulates growth through exercising the brain.

The aforementioned instructional delivery methods have been proven to be effective in the classroom, as defined by ESSA. **Computer-Based Instruction** is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student's academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21<sup>st</sup> Century skills necessary for success.

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## **Student Based Learning**

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groups; whereby, they will have an improved grasp on the English language and social skills will be enhanced.

[http://www.iglls.org/files/classroom\\_brief.pdf](http://www.iglls.org/files/classroom_brief.pdf)

<http://ijcrme.rmodernresearch.com/wp-content/uploads/2015/06/55.pdf>

## **Project Based Learning**

We believe strongly in the ideals of Project Based Learning. As explained by the Buck Institute, the emergence of the methods of teaching called “Project Based Learning” (PBL) is the result of two (2) important developments over the last twenty-five (25) years.

- Research in neuroscience and psychology has extended cognitive and behavioral models of learning—which support traditional direct instruction—to show that knowledge, thinking, doing, and the contexts for learning are inextricably tied. We now know that learning is partly a social activity; it takes place within the context of culture, community, and past experiences. This is apparent in research on problem-based learning in the medical field, an important forerunner of PBL. Research shows that learners not only respond by feeding back information, but they also actively use what they know to explore, negotiate, interpret, and create. They *construct* solutions, thus shifting the emphasis toward the process of learning. In addition, cognitive research has revealed much more about the nature of problem solving. Education has benefited from this research, as teachers have learned how to effectively scaffold content and activities to amplify and extend the skills and capabilities of students.
- Most teachers understand that the industrial culture shaped the organization and methods of schools in the 20<sup>th</sup> century and recognize that schools must now adapt to a new century. Students need both knowledge *and* skills to succeed. This need is driven not only by workforce demands for high-performance employees who can plan, collaborate, and communicate, but also by the need to help all young people learn civic responsibility and master their new roles as “global citizens”.

A growing body of academic research supports the use of Project Based Learning (PBL) as a way to engage students, motivate students to learn, cut absenteeism, boost cooperative learning, and raise academic achievement. Research studies have demonstrated that PBL can:

- be more effective than traditional instruction in increasing academic achievement on annual state-administered assessment tests (Geier et al., 2008);
- be more effective than traditional instruction for teaching mathematics, science, and social science (Boaler, 1997; Mergendoller, 2007; Walker & Leary, 2008);
- be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers (Strobel & van Barneveld, 2008);
- be more effective than traditional instruction for preparing students to integrate and explain concepts (Capon & Kuhn, 2004);
- improve students' mastery of 21<sup>st</sup> century skills (Hmelo, 1998);
- be especially effective with lower-achieving students (Lynch et al., 2005); and,
- provide an effective model for whole school reform (National Clearinghouse for Comprehensive School Reform, 2004).

Project Based Learning is an effective instructional tool for EL students. positively impacts EL students by allowing students the opportunity to experience learning through creating, as it is kinesthetic. It also fosters student engagement by making lessons relevant. As students recognize the relevance of lessons, a deeper learning experience occurs; thereby, the lessons become meaningful. Moreover, Project Based Learning enhances the learning experience for EL students through collaboration. Collaboration offers peer support by building English vocabulary and speaking the language through discussion and dialogue.

<https://www.edutopia.org/blog/supporting-ells-in-pbl-projects-andrew-miller>

### **The Essential Elements of Effective Instruction**

EEEI is used as the roadmap for Student Centered Learning, as it guides the fundamentals of quality instruction. It provides instructional strategies which will foster powerful teaching and learning for all students, and the instruction is collective, collaborative and focused. Based on the research of Madeline Hunter, in order to achieve optimal instruction, effective procedures must occur at the planning stages.

<https://www.slideshare.net/BruceMims/essential-elements-of-effective-instruction-ppt-30173820>

<http://www.thhs.qc.edu/ourpages/auto/2010/10/20/57043719/EEI%20Guide.pdf>

All of the strategies utilized at the Academy have been researched and proven to affect positive outcomes at it relates to student achievement, which aligns with ESSA. The evidence is strong in evaluating the effectiveness of the instructional methods used. In addition, all instructional methods provide interventions for EL

students, which is outlined in ESSA. The majority of studies for each strategy indicate a positive impact on student academics.

### **ATTACHMENT 3**

- A. **Community School Goals, Targets and Performance Plan**
- B. **Student Performance Measures, including report card measures, goals and targets**

**Beacon Academy**  
**Top Three Strategic Planning Priorities**

**Target Goals - Reading**

- By June 2020, 70% of students K-2 will score on the path to be proficient or above on STAR reading assessment and 90% of students 3-8 will achieve individualized growth targets on the STAR reading assessment through the delivery of targeted, relevant, rigorous, and appropriate instruction based on the Essential Elements of Effective Instruction (EEEI) format.
- By June 2020, 70% of students will perform at proficient or higher on the State Reading Assessment.

**Target Goal - Math**

- By June 2020, 90% of students 1-8 will achieve individualized growth targets on the STAR math assessment through the delivery of targeted, relevant, rigorous, and appropriate instruction based on the EEEI format

**Strategies**

- Implementation of Essential Elements of Effective Instruction and lesson planning
  - o Teachers will continue to receive ongoing professional development in the appropriate implementation of EEEI
  - o The Principal provides timely feedback on lesson plans
- Weekly classroom walk-thrus
  - o The Principal provides timely feedback on weekly classroom walk-throughs
  - o The Director of Curriculum and Instruction provides timely weekly feedback based on classroom walk-thrus
  - o The Principal and Director of Curriculum and Instruction collaborate on focused improvements for each teacher
  - o Based on the walk-thru observation, the feedback and monitoring is focused on an area of focus for the week
  - o The Principal tracks, follows-up and monitors critical issues observed
  - o The Principal and Director of Curriculum & Instruction have created Teacher Progress Monitoring binders for each teacher in which 1 long-term and 2 short-term goals will be created for each teacher and monitored through walk-throughs, observations, etc. The Principal will meet with each teacher on a bi-weekly basis to monitor the progression of the goals and to establish new ones as necessary.
- Level of rigor
  - o Teachers will continue to receive ongoing professional development on the levels of questioning necessary to increase student's understanding and mastery
  - o The Principal and Director of Curriculum and Instruction monitors the level of questioning within the classroom
  - o Utilize the data derived from walk-thrus to inform and modify instructional practices
- Assessments
  - o Teachers will utilize pre-assessments and post-assessments to identify areas of strengths and areas of growth
  - o The STAR assessments will be used to monitor growth and target areas for improvement.
- Teacher Based Teams
  - o The weekly TBT meetings will review reading common core standards, assessment results and classroom strategies, including the instructional framework, to address student scores and track individual progress.

Data driven instruction system that includes:

- Identifying weak standards on STAR exams and targeting a specific few for spiral review between STAR exams in an effort to improve mastery. (Tracking via a “growth report”)
- Grouping students by STAR scores and writing specific action plans for each group.
- Differentiated small grouping where the teacher meets with differentiated groups during classroom instruction at least 3-4 times a week
- Exit tickets
- EasyCBM – tracking for student reading fluency

### **Early Literacy K-3 Focus**

- In recognition that we are falling short of meeting progress in regards to growth in our K-3 classrooms, a large emphasis on Early Literacy has been established for this year.
  - o Fluency – All K-5 classrooms are responsible for tracking the progress of their students’ reading fluency each month using EasyCBM. Interventions will be created based upon the individual student growth, and a more consistent use of choral reading and paired-partner reading will be emphasized in each reading block.
  - o Phonemic Awareness – All K-3 classrooms are responsible for teaching phonemic awareness using the Heggerty curriculum. Phonemic Awareness assessments are given to Kindergarten and 1<sup>st</sup> grade students three times per school year.
  - o Phonics – All K-3 teachers are responsible for dedicating 15-20 minutes of phonics instruction during each reading block, ensuring mastery before progressing.
  - o Vocabulary – All K-3 teachers are required to teach content based vocabulary for 10-15 minutes per reading block, infusing this instruction with hands-on and engaging techniques that will enrich the students’ vocabulary and recognition of it.

### **Teacher Observation, Feedback and Support System**

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- Weekly staff team meetings will take place to review data and make appropriate plans to meet academic needs.
- The data is discussed in weekly staff meetings and TBT meetings.
- Mid-course corrections, if necessary, will take place after the mid-year STAR assessment.
  - o This decision will be a team collaboration based on the data obtained from the STAR assessment

## **Assessment and Accountability Plan**

The school will use the ODE approved Renaissance Learnings STAR assessments for the contract period. The School utilizes STAR to inform instruction, using valid and reliable data that is offered in real time. STAR measures every student's growth over time, whether or not the State standards change. STAR provides an immediate snapshot of where a student is performing, regardless of grade level. Having instantaneous test results allows staff to create actionable goals to use in the classroom immediately to ensure gaps are being closed in student learning within the same school year. STAR allows staff to be proactive instead of reflective in terms of restructuring instruction as needed.

Engaging families and students in the learning process is important, and STAR allows the school to collaboratively develop learning goals. Data provided by STAR administrations allows the school to reinforce evidence based instructional practice as well as evaluate programs and identify any professional development needs. Last, STAR allows the school to compare and predict student achievement and growth over time and data is utilized in the OTES model to display SGM via SLO's. The school administers 3 testing sessions per school year (Fall/Winter/Spring) TBT's and the CSLT studies the data and will submit written analysis of the assessment data to the sponsor by June 30th of each school year.

The School will implement all of the required Ohio State Tests to measure and monitor student performance. The tests include:

- Ohio State Tests (AIR): math, ela, social studies and science (administered October – November and March – May)
- Kindergarten Readiness Assessment (KRA) (administered before November 1<sup>st</sup>)
- OELPA (administered February 6 – March 31) ; and
- AASCD (administered February 21- April 14).

The School has Professional Learning Community meetings where teaching staff, on a weekly basis, track student progress on benchmark assessments linked to state standards. Teachers develop individualized goals based on the assessment data and strategize targeted instruction to assist them in meeting those goals. Job embedded professional development focused on effective strategies for helping students are part of these weekly meetings. These meetings are also utilized to analyze STAR and other formal assessments to further identify student achievement needs.

The Board of Directors and staff are provided the information from the principal and EMO as soon as scores are released by the state. The information is delivered in excel spreadsheets

(raw data) and visual representations (graphs/charts) via email and Board Reports. The information is provided to parents either directly from the Ohio Department of Education via mail or parents are notified via mail by the School.

### **Ohio State Tests**

State tests provide information on whether or not students are proficient at state standards and grade level. This information is helpful in identifying student needs and in identifying curriculum gaps.

### **Ohio English Language Proficiency Assessment (OELPA)**

The OELPA is an English language proficiency assessment. The OELPA is composed of four tests which measure a student's skills in four key domains (listening, reading, writing, and speaking). The OELPA provides ESL and teachers an initial understanding of a non English speaking student level of understanding for instruction.

### **Alternative Assessment for Students with Significant Cognitive Disabilities (AASCD)**

The assessment is aligned to Ohio's Learning Standards--Extended (OLS-E) and designed to allow students with significant cognitive disabilities to demonstrate their knowledge and skills in an appropriately rigorous assessment. Students are assessed in ELA, math, science and social studies to gain an accurate picture of a student's skills and knowledge.

The School utilizes a combination of assessments including:

- STAR to measure fall to spring student growth in reading and math;
- Short-cycle assessments for grades 3-8 to show quarterly and yearly growth;
- Developmental Reading Assessment for grades K-2 to measure student growth; and
- Weekly, standards based benchmark assessments (internally developed)

The variation in assessments allows the school to appropriately identify student academic needs. State tests provide information on whether or not students are proficient at state standards. This information is helpful in identifying student needs and in identifying curriculum gaps. The STAR is helpful in providing more individualized and a more detailed analysis used to set learning goals for students. DRAs and other formal assessments are utilized to measure reading level. The weekly benchmark assessments or short cycle assessments provide teachers the opportunity to do item analysis and further diagnose student challenges and brainstorm instructional solutions.

The AIR assessments provide data on the proficiency level of students at grade level annually. STAR supports this by providing helpful information on academic growth and achievement of students over the course of a school year. The DRA and weekly benchmark assessments provide important data on student proficiency and strengths/weaknesses on core reading and math skills that can inform instruction on a weekly basis. Teachers are then able, within their PLCs, to plan instruction that can address student strengths/weaknesses on a regular basis.

### **STAR**

The STAR is helpful in providing more individualized and more detailed analysis used to set learning goals for students. The test results are immediate and provide the School information to

differentiate instruction in terms of what students know. STAR also provides longitudinal data to track students over time, creating a historical overview of each student. This will provide teachers with historical baseline data and past performance in a centralized location upon receiving new students each school year.

### **Developmental Reading Assessment**

DRA's inform teachers of a student's instructional reading level and this in cooperation with STAR (as instructional reading levels are also conveyed on STAR reports) helps the teacher determine if a student is reading on, above, or below grade level. By knowing a student's DRA level, teachers can plan for small group, guided reading instruction, including targeted interventions and supplemental support. Teachers can select materials that align with students' instruction levels and provide appropriate instruction to challenge them.

### **Short-cycle assessments**

The weekly benchmark assessments or short cycle assessments provide teachers the opportunity to do item analysis and further diagnose student challenges and brainstorm instructional solutions.

1. The School has Professional Learning Community meetings where teaching staff, on a weekly basis, analyze data from state assessments, NWEA, DRA assessments, and weekly benchmark assessments linked to state standards. Teachers develop individualized goals based on the assessment data and strategize targeted instruction to assist them in meeting those goals. Job embedded professional development focused on effective strategies for helping students are part of these weekly meetings as well.

The Principal informally works with the teachers to identify curriculum and professional development needs based on a comprehensive data analysis.

The School will use the STAR to establish annual baseline data, identify students' strengths and needs, and compare students' academic progress at this School. STAR will help educators make data-driven decisions. A range of user-friendly score reports, designed with the input of administrators and teachers across the country, supports teaching, learning, and accountability requirements. The reports include narrative summaries, process and cluster summaries, and graphic displays to clarify the student's performance and guide planning and analysis. Each student will take an initial assessment upon entry into the program to gauge current performance levels and identify academic strengths and weaknesses. Program placement, including remediation of any skills gaps, will be based on: objective educational data from STAR, as well as other measures, such as previous PARCC scores, other standardized assessment scores, and previous educational placement and progress.

Validity and reliability will be of prime importance and evident in our student assessments, with both nationally norm referenced assessment as well as the standards-based Ohio assessments. The School will use a variety of summative evaluation techniques and instruments including state assessments, and end-of-chapter and end-of-unit tests in Reading, Math, Science, Social Studies, and Writing. Students will be required to demonstrate knowledge acquisition through Unit Tests and Course Completion Exams. These assessments will include both computer- and teacher-scored tests. Computer-scored tests offer immediate and objective feedback, while written responses assess thought processes and supporting evidence. This assessment regimen will ensure that a comprehensive assessment system is in place to provide continuous and accurate information about students' abilities, progress, and needs.

## **Plan for Regular Review and Revision of Curriculum**

Our school mission and goals, as well as our expectations for student achievement guide the process of maintaining a relevant and up-to-date curriculum. Evaluation is also an integral and essential component of curriculum change decisions. The school utilizes a data driven approach for the selection and approval of curriculum resources and for decisions to make curriculum changes. The school regularly examines data from state assessments, STAR, and curriculum based assessments to identify student strength and weaknesses; and in particular to identify gaps in student achievement that could be attributed to curriculum gaps.

The below meetings happen along with PLC meetings in addition to monthly staff meetings. Annually, the Principal and the Curriculum Advisory Committee brings curriculum needs based on this curriculum gap analysis to the Board. A Curriculum Advisory Committee will be created to involve the School principal, teachers, parents, board members, and students in the selection of curricular materials and bring forth creative ideas for program development. Teachers know what works best for their students; therefore, they will be able to generate new curriculum ideas and help identify instructional materials that will be successfully implemented within the School. The Curriculum Advisory Committee will provide a collaborative forum for system level discussions pertaining to curriculum and to inform related policies and procedures. Prior to the committee selecting programs or materials, a rubric will be created to ensure alignment with the state standards and other necessary components are contained within the program. Every program and/or resource will be scored utilizing this rubric.

The continuous improvement plan cycle at Beacon Academy provides a tool for identifying needs and establishing a common approach to meeting those needs. Our School's continuous improvement plan will contribute to overall school performance by:

- Establishing an understanding of the "big picture" of 's current state, including student achievement, school environment, teacher community, parent community, curriculum, technology, and administrative issues;
- Reaching consensus across the school community on which needs represent the highest priorities for action based upon the potential to improve overall student and school performance; and
- Identifying for implementation goals and strategies, including specific targets, indicators and milestones required to address the School's priorities.

Each one of the teams described below is formed to ensure the following:

- Support staff in delivering interventions as intended and ultimately improving outcomes for students.
- Ensure continuous improvement of fidelity and student outcomes.
- Sustain the intervention over time and across staff.

**Teams:**

The TBT will meet weekly to discuss their data from their classrooms from classroom data, short and long assessments, pre and post assessments, and state assessments.

The CSLT will meet monthly to discuss and review the data from the TBT as well as the Decision Framework. The team will review all possible data and monitor the OIP plan.

**Processes:**

Data is collected first at the classroom where it is reviewed by the teacher – the data could include teacher observations, short cycle assessments, end of course tests, pre and post assessments, state assessments and student grades. The teacher will monitor and share with their TBT; which will also be used at the CSLT and in review/completion of the decision framework. The teams will then utilize the data from the decision framework, TBT, as well as state assessments to drive the OIP – to create goals and action steps.

The data from the decision framework and reviewing of the OIP; the CSLT will work with the Curriculum Director and the Curriculum Advisory Committee to evaluate the curriculum and the supplemental materials. On an on-going basis they will then decide if there need to be any changes or additions made; in order to help students that are continuing to struggle to meet the standards. The data will show where there are deficiencies in the curriculum or supplemental materials.

The CSLT will evaluate the OIP Goals quarterly in order evaluate the effectiveness of the instructional strategies, how resources and/or supplemental curriculum are being utilized to meet the goals. What additional materials may be needed to reach the goals of the OIP. The OIP will be reviewed and updated yearly with any changes to action steps that are needed after review of all relevant student data. The CCIP will match/follow the OIP and decision framework. Funds from the CCIP will be utilized in order to reach the goals of the OIP. Technology is an important part of our daily schedule; the students are utilizing computers in every classroom as well as taking assessments on computers.

The teams are made up of the following: TBT are by subject area and/or by grade levels; CSLT is made up of classroom teachers from various grades, Intervention Specialist, Title I Teacher, Administration staff, Management team staff, Board members and parents are encouraged to participate in CSLT meetings. Evaluation of the team is made by the Administration staff (Director and Management Team) to make sure the data is being reviewed and that it is reflective in the decision framework, OIP and CCIP.

**Type of Assessment Measurement and Reporting Frequency:**

<u>Assessment</u>	<u>Reporting Frequency</u>
STAR	fall, winter, spring
Quizzes, Tests, and Classroom-Based Assessments	On-going
Assessments in the core content area	As needed by the teacher
Informal assessments such as projects	On-going and running records
Authentic Assessments, such as Project Work	On-going
Ohio English Language Proficiency Assessment (OELPA)	Annually to ELL
Alternate Assessment for Students with Significant Cognitive Disabilities (AASCD)	Annually
Ohio's State Tests	On-going

Baseline data will be important for identifying the strengths and needs of our students early in the school year and monitoring their progress over time. To obtain a baseline for student achievement the school will collect the following data:

- Previous school year grades
- Previous scores on Ohio State Tests
- Pre-test information from a nationally recognized norm referenced instrument, STAR
- A review of longitudinal data in STAR to gain a complete picture of a student's performance history

The data will be used to establish a baseline from which to measure student learning gains, develop remediation plans, and develop individual progression plans. This will begin with a review of all incoming students' previous school year grades and state assessment results. Teachers will utilize the data to assist in the development of lesson plans, creation of individual learning plans, and staff development. The assessment system, including evaluation, monitoring, and feedback tools and strategies, will be used in a student-centric way to inform targeted instruction to:

- Identify students' strengths and needs
- Develop student profiles of success

- Identify best practices
- Determine starting points for instruction
- Remove barriers to student learning and continuous improvement
- Differentiate instruction
- Identify immediate intensive interventions
- Re-teach non-mastered content and key concepts
- Determine mastery and grade promotion
- Determine need for additional resources to support learning
- Modify instructional program at the classroom, school, and program levels
- Develop targeted professional development so that teachers have requisite competencies to ensure that all students are successful

Formal assessment results will be sent home for families to review, as well as possibly made available through the student information system. Daily classroom assessments and other informal assessment data will also be shared with parents through this online student information system. The student information system - *Parent Access*, will allow parents to view their child's progress, grades, attendance, school calendar, missing homework, school updates and notes from teachers in real-time. Teachers and Parents will also be able to send messages to each other through Parent Access.

Progress reports and report cards will follow the school district's distribution schedule. Conferences will be held twice yearly for all students, and more frequently as requested by parents or the teacher to ensure academic success for individual students. Students in the upper grades will track and monitor individual success and achievement through personal graphs and data measurement sheets in a data folder. Parents will be asked to initial these folders as data is added to increase home-school communication and help students understand their current level of success.

The School believes that parents are an integral part of the educational process and will make every effort to keep parents apprised of their child's progress.

### ATTACHMENT 3 - Student Performance Measures

Report Card Data 2017-2018	Performance Index or Test Passage (%)	Indicators Met (%)	AMO Gap Closing (%)	K-3 Literacy (%)	3 <sup>rd</sup> Grade Promotion (%)	Progress – Value Added			Grad 4 year (%)	Grad 5 year (%)	Prep 4 Success (GRADE)	Comments
						Percent of GREEN, Light GREEN and YELLOW in PROGRESS DETAILS tables	Read (%)	Math (%)				
Your School 2017-18 Beacon Academy	40.8%	8.3%	20.1%	0%	60%	100%	67%	67%	NR	NR	NR	
Determine Comparable School District and Similar Schools												
LEA 2017-18	52.2%	0%	25.8%	16.8%	81.9%	67%	17%	17%	75.8%	80.4%	F	
Similar School Canton College Prep School	53.4%	0%	50%	85.2%	86.4%	83%	33%	67%	NR	NR	NR	
Similar School East Branch Prep Academy	34.3%	0%	0%	5.7%	60%	67%	0%	0%	NR	NR	NR	
Use Data Above to Determine Your Targets for the Next Three Years												
Your Targets 2018 - 19	42%	10%	22%	10%	70%	100%	70%	70%	NR	NR	NR	
Your Targets 2019 - 20	45	15	25	15	75	100%	73%	73%	NR	NR	NR	

<b>Your Targets</b> 2020 - 21	47	17	27	17	77	100%	75%	75%	NR	NR	NR
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Specific Subgroup <b>ACADEMIC</b> Targets (Select two subgroups) All Students; American Indian/Alaskan Native; Asian/Pacific Islander; Black/ Non-Hispanic; Economically Disadvantaged; Students with Disabilities; and English Language Learners											
	# Students	Pre-Level Results 2017-18	SMART GOALS					Post Level Target Completed 6/20			
Students With Disabilities	47	33.4 = Math 35.9 = ELA	By the end of June 2020, increase performance index by 6 points for SWD in math; and increase performance index by 6 points for SWD in ELA.								
Economically Disadvantaged											
Racial/Ethnic African American	118	39.8 = Math 46 = ELA	By the end of June 2020, increase performance index by 9 points for African American students in math; and increase performance index by 9 points for African American in ELA.								
STUDENT <b>NON-ACADEMIC</b> Measures (Select two measures)											
	Measure	Pre-Levels Results 2017-18	SMART GOALS					Post Level Target Completed 6/20			
Discipline	Discipline referrals and warehouse data	182 disciplinary referrals resulting in 63 suspensions	By the end of June 2020, Beacon will have implemented a positive school culture that results in increased overall student achievement, and a 5% decrease in the number of suspensions.								
Attendance	Weekly attendance reports and warehouse data	90% Attendance	By the end of June 2020, Beacon will have implemented a positive school culture that results in increased overall student achievement and a 4% increase in attendance rates.								

Student Engagement				
Post-Secondary Outcomes				
Other Valid Assessments				
<p><b>Comments:</b></p> <p><b>Progress Monitoring/Evidence</b>  Attendance rates  Number of referrals, suspensions, expulsions  Number of campus and extracurricular clubs, groups, teams, organizations  Lesson plans and delivery using curriculum program  Documentation of walk-throughs and observations  Sign-in sheets and agendas for professional development  Formative, Summative and Diagnostic Assessment data and results  Monitor implementation of professional development content and adult indicator as a result of professional development</p> <p><b>Anticipated Results:</b>  Results of a successful implementation of this goal will result in a decrease in the number of student suspensions, and increase in attendance rates and an increase in the percentage of our families that participate in extracurricular, campus activities, and family events.  Mid-Year data in regards to number of suspensions, attendance percentage, and the number of families attending school events will be provided to the Improvement Team to determine whether the school is on-track to meet the end goal.</p>				

## ATTACHMENT 4

- A. Financial Plan, including estimated budget for each year and estimated five-year plan
- B. Treasurer License
- C. Treasurer Bond
- D. Surety Bond (\$50,000 New School Only)**
- E. Treasurer Contract
- F. Self-Evaluation of Financial Goals and Measurements

FY19 - May 2019 submission  
 IRN No.: 015709  
 Type of School: Brick & Mortar  
 Contract Term: 6/30/2019

County: Stark

School Name: **Beacon Academy**  
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances  
 For the Fiscal Years Ended 2016 through 2018, Actual and  
 the Fiscal Years Ending 2019 through 2023 Forecasted

	Actual			Forecasted				
	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023
<b>Operating Receipts</b>								
State Foundation Payments (3110, 3211)	\$ -	\$ 1,392,929	\$ 1,510,607	\$ 1,614,998	\$ 1,845,670	\$ 1,901,040	\$ 1,958,071	\$ 2,016,814
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1880, 3100)	-	1,000	2,332	-	-	-	-	-
<b>Total Operating Receipts</b>	\$ -	\$ 1,393,929	\$ 1,512,939	\$ 1,614,998	\$ 1,845,670	\$ 1,901,040	\$ 1,958,071	\$ 2,016,814
<b>Operating Disbursements</b>								
100 Salaries and Wages	\$ -	\$ 3,000	\$ 2,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750
200 Employee Retirement and Insurance Benefits	-	84,044	96,213	112,840	116,225	119,712	123,303	127,002
400 Purchased Services	-	1,652,772	1,571,843	1,794,058	1,879,255	1,931,765	1,985,848	2,041,556
500 Supplies and Materials	-	84,654	64,316	65,000	66,850	68,958	71,027	73,156
600 Capital Outlay - New	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	-	21,432	13,794	16,825	17,245	17,678	18,123	18,582
819 Other Debt	-	-	-	-	-	-	-	-
<b>Total Operating Disbursements</b>	\$ -	\$ 1,845,902	\$ 1,748,916	\$ 1,962,474	\$ 2,083,425	\$ 2,141,864	\$ 2,202,052	\$ 2,264,048
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ -	\$ (451,973)	\$ (235,977)	\$ (377,476)	\$ (237,755)	\$ (240,824)	\$ (243,981)	\$ (247,234)
<b>Nonoperating Receipts/(Disbursements)</b>								
Federal Grants (all 4000 except fund 532)	\$ -	\$ 308,463	\$ 292,501	\$ 296,813	\$ 305,717	\$ 314,889	\$ 324,336	\$ 334,066
State Grants (3200, except 3211)	-	-	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	-	-	-	-	-	-	-	-
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
<b>Total Nonoperating Revenues/(Expenses)</b>	\$ -	\$ 308,463	\$ 292,501	\$ 296,813	\$ 305,717	\$ 314,889	\$ 324,336	\$ 334,066
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ -	\$ (143,510)	\$ 56,524	\$ (80,663)	\$ 67,962	\$ 74,065	\$ 80,355	\$ 86,832
Fund Cash Balance Beginning of Fiscal Year	\$ -	\$ -	\$ (143,510)	\$ (86,986)	\$ (167,648)	\$ (99,687)	\$ (25,622)	\$ 54,733
Fund Cash Balance End of Fiscal Year	\$ -	\$ (143,510)	\$ (86,986)	\$ (167,649)	\$ (99,687)	\$ (25,622)	\$ 54,733	\$ 141,565

**Assumptions**

	Actual			Forecasted				
	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023
<b>Staffing/Enrollment</b>								
Total Student FTE		160	166	175	200	206	212	219
Instructional Staff			12,00	12,00	12,00	12	12	12
Administrative Staff			3,00	3,00	3,00	3	3	3
Other Staff			3,00	3,00	3,00	3	3	3
<b>Purchased Services</b>								
Rent	\$ -	\$ -	\$ 127,272	\$ 94,272	\$ 94,272	\$ 94,272	\$ 94,272	\$ 94,272
Utilities	-	-	27,622	50,500	52,015	53,575	55,183	56,838
Other Facility Costs	-	-	29,706	44,272	79,976	82,334	84,756	87,266
Insurance	-	-	7,687	8,000	8,240	8,487	8,742	9,004
Management Fee	-	-	254,307	251,450	258,994	266,763	274,766	283,009
Sponsor Fee	-	-	44,581	47,147	48,561	50,018	51,519	53,064
Audit Fees	-	-	4,968	6,000	6,180	6,365	6,556	6,753
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-
Legal	-	-	20,762	20,000	20,600	21,218	21,855	22,510
Marketing	-	-	2,101	3,000	3,090	3,183	3,278	3,377
Consulting	-	-	40,741	40,675	42,445	42,723	43,010	43,305
Salaries and Wages	-	-	687,230	806,000	830,180	855,085	880,738	907,160
Employee Benefits	-	-	105,000	145,808	149,432	153,915	158,533	163,289
Special Education Services	-	-	97,966	140,000	144,200	148,526	152,982	157,571
Technology Services	-	-	22,536	40,000	41,200	42,436	43,709	45,020
Food Services	-	-	95,264	96,935	99,843	102,838	105,923	109,101
Other	-	-	-	-	-	-	-	-
<b>Total</b>	\$ -	\$ -	\$ 1,571,843	\$ 1,794,058	\$ 1,879,226	\$ 1,931,738	\$ 1,985,822	\$ 2,041,529
<b>Financial Metrics</b>								
Debt Service Payments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Debt Service Coverage	0.00%	0.00%	3.75%	5.42%	14.28%	3.00%	2.91%	3.30%
Growth in Enrollment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in New Capital Outlay	0.00%	0.00%	8.54%	6.75%	14.28%	3.00%	3.00%	3.00%
Growth in Operating Receipts	0.00%	0.00%	-5.17%	1.47%	3.00%	3.00%	3.00%	3.00%
Growth in Non-Operating Receipts/Expenses	0.00%	0.00%	-0.08	-0.04	-0.08	-0.05	-0.01	0.02

Assumptions Narrative Summary

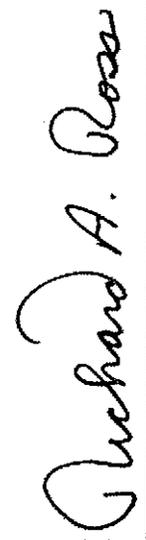
Fiscal Year 2019-2023 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	

**STATE OF OHIO DEPARTMENT OF EDUCATION**

**5 Year School Treasurer School Treasurer License**

THIS LICENSE AWARDED TO **Jeffrey Alan Foster** LICENSE #/STATE ID **OH3207445** ISSUE DATE **09/19/2014** EFFECTIVE DATES **07/01/2014 to 06/30/2019**

*The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.*

  
Superintendent of Public Instruction

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

**Credential # 21063452**

Employers may verify the validity of this credential by going to Educator Profile on the Ohio Department of Education's website at [education.ohio.gov](http://education.ohio.gov) and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.



**Liberty  
Mutual**  
SURETY

**The Ohio Casualty Insurance Company**

**BOND**

No. 601104414

**KNOW ALL MEN BY THESE PRESENTS:**

That we Jeff Foster of  
3320 West Market Street, Suite 300 Fairlawn OH 44333  
(Insert Full Name [top line] and Address [bottom line] of Principal)

as Principal and The Ohio Casualty Insurance Company a corporation organized and existing under the laws of the State of New Hampshire (hereinafter called the Surety, are held and firmly bound unto Beacon Academy

2200 Tuscarawas St E Canton OH 44707  
(Insert Full Name [top line] and Address [bottom line] of Obligor)

in the aggregate and non-cumulative penal sum of Fifty Thousand Dollars And Zero Cents  
\$50,000.00 ) DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

**WHEREAS**, the said Principal has been elected or appointed to (or holds by operation of law) the office of School Treasurer

for a term beginning on July 1, 2016 and ending on Continuous

**Now, therefore, the condition of this Obligation is such** that if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to Beacon Academy and this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

SIGNED, SEALED and DATED April 22, 2016

  
 \_\_\_\_\_  
 Jeff Foster  
 The Ohio Casualty Insurance Company  
 By   
 \_\_\_\_\_  
 Vicki S. Duncan, Attorney-in-Fact

OATH OF OFFICE

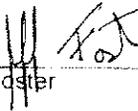
STATE OF Ohio  
County of Stark }

SS

I, Jeff Foster

do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the State of Ohio and that I will discharge the duties of my office of School Treasurer

with fidelity; that I have not paid or contributed, or promised to pay or contribute, either directly or indirectly, any money or other valuable thing to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not knowingly violated any election law of this State, or procured it to be done by others in my behalf; that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office than the compensation allowed by law. So help me God.

  
Jeff Foster

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

**POWER OF ATTORNEY**  
The Ohio Casualty Insurance Company

Bond Number: 601104414

Principal: Jeff Foster

Agency Name: Hylant Group Inc

Obligee: Beacon Academy

Agent Code: 340397

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint Vicki S. Duncan, J. Scott Stewart, Dwight D. Wittenberg, Michael M. Hylant, Lily K. Wilson, Joanne Beckett McGuire, William M. Wolff, Todd J. Belden, Clara S. Dohson, James R. Lash, Mark J. Renske, Joanne Reynolds, Cynthia K. Wilson, Chalene M. Gaddon, Heather M. Johnson, Teri L. Mahakian, Robert A. Brewster, Debra J. Fischer, Susan E. Hard, Craig S. Markos, Jennifer Dukusow, Jacqueline Klempeter, Connie Semanec, Vicki L. Sharpe of Toledo, Ohio its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest hereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

IN WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.



*David M. Carey*

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Tereasa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

*Tereasa Pastella*

Notary Public in and for County of Montgomery, State of Pennsylvania  
My Commission expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

**ARTICLE IV - Officers - Section 12 - Power of Attorney**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitation set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

**CERTIFICATE**

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date:

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 22 day of April, 2016.



*Gregory W. Davenport*

Gregory W. Davenport, Assistant Secretary



STIPULATION

To be attached to and form part of Bond No. 601104414

issued by The Ohio Casualty Insurance Company on behalf of Jeff Foster

in favor of Beacon Academy in the amount of

Fifty Thousand Dollars And Zero Cents

(\$ \$50,000.00 ) Dollars, and dated July 1, 2016

WHEREAS, it is the desire of all parties that this bond be amended as hereinafter provided.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED that said bond hereinbefore described is hereby amended as follows:

**Add the "State of Ohio" as Obligee**

IT IS FURTHER STIPULATED AND AGREED that nothing herein contained shall vary, alter or modify any of the conditions of said bond except as herein expressly modified.

SIGNED, SEALED and DATED: September 28, 2017

Jeff Foster Principal

By: [Signature]

By: [Signature]  
Kristie A. Pudvan, Attorney-In-Fact

Agreed to and accepted by:

Beacon Academy

S-1812 Blank Stipulation (Not to be used to change amount of bond)

By: [Signature]  
Beacon Academy

**POWER OF ATTORNEY**  
The Ohio Casualty Insurance Company

Bond Number: 601104414

Principal: Jeff Foster

Agency Name: Hylant Group Inc.

Obligee: Beacon Academy

Agent Code: 340397

**Know All Men by These Presents:** That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint, Chalene M. Haddon; Clara S. Dobson; Connie Semanco; Craig S. Markos; Cynthia K. Wilson; Debra J. Fischer; Dwight D. Wittenberg; Heather M. Johnson; J. Scott Stewart; Jacqueline Klempeter; James R. Tash; Jennifer Dukuslow; Joanne Beckett McGuire; Joanne Reynolds; Judith L. Jost; Judy K. Wilson; Kim Riley; Kristie A. Pudvan; Mark J. Renske; Melissa Love; Michael M. Hylant; Monica M. Mills; Robert A. Brewster; Susan E. Hurd; Terri L. Mahakian; Todd J. Belden; Vicki L. Sharpe; Vicki S. Duncan; William M. Wolff of Toledo, Ohio as true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

IN WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016



*David M. Carey*

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

*Teresa Pastella*

Notary Public in and for County of Montgomery, State of Pennsylvania  
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

**ARTICLE IV - Officers: Section 12. Power of Attorney.**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

**CERTIFICATE**

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 28th day of September, 2017



*Renee C. Jewell*

Renee C. Jewell, Assistant Secretary

LETTER OF GUARANTEE

For the attention of:  
Auditor of State of Ohio  
Office of Auditor of State  
88 East Broad Street, 5<sup>th</sup> Floor  
Columbus, Ohio 43215

Subject: Guarantee of payment the cost of audits of Beacon Academy Charter School (the "School") related to a Charter Contract for a new community school between Educational Resource Consultants of Ohio and Beacon Academy Charter School pursuant to R.C. 3314.50

We, the undersigned, The Educational Empowerment Group, LLC (the "School's Operator") 526 S. Main Street, Suite 509, Akron, Ohio 44311 hereby irrevocably guarantee payment on behalf of the Governing Authority of Beacon Academy Charter School, Inc. up to the amount of \$50,000. The School's Operator shall pay the Auditor of State of Ohio any moneys owed or that become owed by the School for the costs of audits conducted in accordance to R.C. 3314.50.

The School's Operator shall be solely and fully liable for any such audit costs and shall promptly pay the costs of the audit up to \$50,000.

This guarantee shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The School's Operator shall cause any successor to all or substantially all of its assets or business to assume this guarantee.

This guarantee shall come into force and shall take effect upon its signature. This guarantee shall remain in force unless the School or the School's Operator posts a bond or provides a cash deposit in the amount of \$50,000 with the Auditor of State.

THE EDUCATIONAL EMPOWERMENT  
GROUP, LLC

By: Wendy Lyda Bourcy  
Name: Wendy Lydarowicz  
Its: CEO

8-29-16  
Date



**SKODA MINOTTI**  
SMALL BUSINESS SERVICES

Delivering on the Promise.

February 1, 2016

Board of Education  
Beacon Academy  
2600 25th St. NE  
Canton OH, 44705

Dear Board:

We would like to thank you for the opportunity to work with you. Our relationship is important and we want to assure you that we will work earnestly to deliver professional services and value in a manner consistent with your expectations. Please let this letter confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will perform the treasury services described in the attached Exhibit A, as of and for the years ended June 30, 2017 through June 30, 2019. Either party may terminate this agreement with 90 days' notice.

Our fees for the services described in Exhibit A, which will be billed monthly, will be as follows:

For the year ending June 30, 2017:	\$2,450 per month
For the year ending June 30, 2018:	\$2,550 per month
For the year ending June 30, 2018:	\$2,650 per month

The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. Amounts are due and payable 15 days after the billing date.

We will also bill for out of pocket expenses related to charges by a third party vendor (Bill.com) for postage, envelopes, etc.. These charges will be invoiced as an expense reimbursement when paid by us. Depending on the volume of bills paid in a given month this fee could reasonably range from \$15 to \$35 per month.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full.

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has

been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within Cuyahoga County, Ohio, by an organization mutually agreed to by the parties, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Ohio law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Any claim arising out of this engagement, except actions by Skoda Minotti to enforce payment of our invoices for professional fees, must be asserted within one year from the date any such cause of action occurs, or within three years from the completion of the engagement, whichever is earlier, notwithstanding any statutory provision to the contrary.

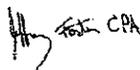
During the course of the engagement, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing. However, our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. Skoda Minotti Small Business Services is not a registered firm and is not permitted by law to practice as a public accounting firm.

We take pride in the quality, experienced team members who work tirelessly to provide the utmost service for our clients. We have, in the past, lost highly valued employees to clients who were equally impressed with their work. Though the percentage of clients who have offered employment to Skoda Minotti employees is small, the impact to us is significant. In the event that you should hire any of the personnel working on your account during or within one year of completion of this engagement, a personnel replacement fee equal to 100% of the person's annual compensation will be billed to your account to compensate our firm for the replacement of the employee. As you know, good employees are often difficult to find. As a result, we offer personnel search services, at a discount, to assist clients in locating qualified individuals for permanent positions. We have helped numerous clients in this capacity and would be pleased to assist you.

Thank you again for the opportunity to be of service to you. We believe this letter accurately summarizes the significant terms of our engagement. If you agree with our above understanding of the engagement, please sign the enclosed copies, keep one for your files and return the other to our office. Should you have any questions regarding this letter or any other matter, please call. We look forward to a continuing relationship where we can add value for the Board for many years to come.

Very truly yours,

**SKODA MINOTTI**



**Jeffrey A. Foster, CPA**

**(Licensed Ohio School Treasurer, license # OH3207445 expiration date 6/30/19)**

**RESPONSE:**

This letter correctly sets forth the understanding of Beacon Academy.

  
\_\_\_\_\_  
Board Chair/Board President

6-27-16  
Date

## **Engagement Letter Exhibit A- Treasury Services**

### **Weekly/Monthly Activities:**

- 1) Provide a licensed and bonded representative to serve as the Board of Directors' fiscal officer in accordance with the Ohio Revised Code and the Board of Directors' charter agreement. The firm will also utilize an assistant to the fiscal officer who will be called on occasion to present information and represent the fiscal officer.
- 2) Present financial reports at the Board meetings and provide monthly financial reports to the School Sponsor
- 3) Manage cash as an authorized bank account user and pay the school's bills.
- 4) Record funds received by the school. Make any necessary deposits (infrequent).
- 5) Review and approve bank reconciliations on a monthly basis, verifying balances are reconciled to the general ledger and present the same to the Board of Directors at regular meetings.
- 6) Maintain appropriate depreciation schedules for capitalized assets.
- 7) Communicate with the Ohio Department of Education and the Auditor of the State of Ohio, among other funding agencies and to assist in the execution of fund transfers.
- 8) Approve cash draw down requests (PCR's) for all federal and state grants made to the School through CCIP. Forward all related grants communications to the schools "Grants Coordinator" to help resolve potential information requests.
- 9) Monitor investment policies established by the Board.
- 10) Prepare accounting adjustments and provide oversight of the School's record keeping and accounting.
- 11) Respond to requests/questions from board, legal counsel, sponsors.

- 12) Reviewing and discussing (when necessary) the Sponsors monthly financial oversight report.
- 13) Update BOE on use of allocated federal funds in CCIP with the goal of understanding whether there will be unused allocated monies.
- 14) Prepare and present GAAP basis financials for the Auditors including all necessary financial statements, management discussion and analysis, and financial disclosures.
- 15) Prepare Directors and Officers insurance applications and competitive quote applications when necessary. (Unless management company accepts this responsibility)

### **Annual Activities**

- 1) Budgets/budget revisions (Semi-Annual).
- 2) Forecasts/forecast revisions (Semi-Annual).
- 3) Assist in revision of policies.
- 4) Prepare required ODE period H financial reporting (cash basis) and submission of annual accrual basis financials.
- 5) Prepare for annual audits, coordinate and act as the liaison between the Board of Directors, School, and Auditor of State of Ohio during the annual audit process.
- 6) Assist in special audits as necessary (if needed, at rates and terms to be agreed upon when needed).
- 7) In the event of school closure, be primarily responsible for all closing procedures related to the finances of the school.
- 8) Approve CCIP applications as submitted by the Schools "Grants Coordinator".
- 9) Approve the Final Expenditure Report in CCIP.
- 10) Under separate engagement and if desired; prepare federal form 990. We will prepare the annual 990 under a separate tax engagement.

**ERCO  
SELF-EVALUATION OF FINANCIAL GOALS AND MEASUREMENTS**

School: Beacon Academy Date: 5/29/2019

GOALS	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
School manages cash flow and maintains reserves to cover operating expenses.	3	3	3	3	3
School pays financial obligations to creditors and vendors in a timely manner.	3	3	3	3	3
School is able to pay the majority of its bills within 30 days.	3	3	3	3	3
School maintains healthy balance between the debt and monthly income.	3	3	3	3	3
School has repayment plans in place to reduce debt over 60 days outstanding.	3	3	3	3	3
School's projected annual expenses based on YTD expenditures closely align with projected annual revenue.	3	3	3	3	3
School's financial reporting to government agencies is current and compliant.	3	3	3	3	3
School financial reporting to the sponsor is prompt, consistent and accurate	3	3	3	3	3
Scoring: 4 = Exceeds expectations 3 = Meets expectations 2 = Approaches expectations 1 = Below expectations	Directions: Complete for current year and each remaining year of your Sponsorship Agreement.				

**ATTACHMENT 5**

- A. Description of Facility
- B. Suspension and/or School Closing Procedures
- C. Facility Lease Agreement or copy of Sales Contract and related documents.  
Recorded Conveyance Documents.

## Facility Description

Beacon Academy is operated at 1379 Garfield Ave. SW, Canton, Ohio 44706. This location is owned by Trinity Evangelistic Association who once operated a Christian school in this location.

The lease for the facility is by and between Trinity Evangelistic Association and Governing Authority of Beacon Academy, an Ohio not-for-profit corporation. As consideration and rent for lease of the Premises, Beacon Academy agrees to pay to Trinity Evangelistic Association as rent for the premises equal monthly installments of \$10,712.00, and annual rent of \$127,547.

Beacon Academy has complete use of the school building including:

- 25 classrooms
- Restrooms on each level of the building
- Four Large main offices
- Clinic with restroom
- Office adjacent to main office
- Full size gymnasium with stage
- Fenced in playground
- Computer lab
- Art room
- Music room
- Lunch room with kitchen
- Offices adjacent to lunch room
- library

**EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC. ("ERCO")**

**Community School: Suspension and/or School Closing Procedures**

ERCO is primarily responsible for ensuring an orderly process is followed when a school closes or operations are suspended.

**CLOSURE**

Under state law (Ohio Revised Code 3314.023), ERCO must monitor and oversee the school's compliance with law, administrative rules and contract provisions, including requirements related to school closure.

**SUSPENSION**

ORC 3314.072 establishes the conditions under which a school may be suspended, along with a school's procedural rights. ERCO follows these procedures.

**RECORDS**

ERCO must assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education and other interested entities are secured and available as needed during the closeout process. Records include: (1) student records; (2) staff records; and (3) administrative records. ERCO shall secure all school records (student, personnel, fiscal, etc.) prior to closing and maintain according to applicable records retention schedules. Records retention is governed by state and federal law and governing authority policy.

**ERCO'S GOALS**

To provide and execute a plan for an orderly conclusion of the school's affairs when the school is closed or suspended for any reasons permitted by law and/or the contract between ERCO and the school.

A school is considered closed or suspended when instruction has ceased and the governing authority or sponsor has issued an official notice that includes the reason for and date of the school's closure or suspension. A community school also is considered closed if Ohio Department of Education issues a notice to a school under the state's automatic closure law, ORC 3314.35. In the case of both suspension and closure, ERCO and an authorized representative of the governing authority shall complete and sign the Suspension and Closing Assurance Template. ERCO shall make sure the school's governing authority takes all reasonable and required actions to fully address suspension or closing issues. If the school's governing authority fails to fulfill obligations with respect to orderly closure, ERCO assumes responsibility for all closure activities.

ERCO shall submit a Suspension and Closing Assurance Template for each closed community school attesting that all necessary notifications and actions are completed.

When possible, ERCO shall arrange completion of the final FTE review within seven business days of the school ceasing operations or within seven business days of the area coordinator's notification of the school's suspension or closing. ERCO shall make an effort to ensure completion of the final FTE review prior to transfer of original student records to the district(s). ERCO shall monitor the school's actions to assure both the FTE review and fiscal audit are scheduled in a timely fashion. If the school fails to schedule these activities, ERCO will make the necessary arrangements.

For mid-year closure or suspension, ERCO shall submit an estimated timeline for closure activities to the Office of Community Schools within ten days of notification. In the case of closure at the end of the school year, ERCO shall submit an estimated timeline for closure activities to the Office of Community Schools, via Epicenter, no later than May 31. ERCO shall use the Suspension and Closing Assurance Template for the estimated timeline.



1612 Tuscarawas St W  
Canton, Ohio 44708  
www.trinitybrotherdave.org

Evangelistic Association

330.453.2519 (ph)  
330.453.0145 (fax)  
tgtmail@trinitybrotherdave.org

LEASE

THIS LEASE is entered into this 1<sup>st</sup> day of July, 2016, by and between The Trinity Evangelistic Association, an Ohio non-profit corporation, having an address of 1612 West Tuscarawas Street , Canton, Ohio 44708 (hereinafter "Lessor"), and Beacon Academies (hereinafter "Lessee").

WITNESSETH:

1. **PREMISES:** Lessor does hereby let and lease unto the Lessee for the Lease Term (as defined in Paragraph 2 herein) and upon the payment of the rents and the keeping, performance, and observance of all the terms, covenants, provisions, conditions, and limitations set forth herein, all of the real property and improvements situated in the City of Canton, County of Stark and State of Ohio, more specifically set forth on Exhibit "A" attached hereto and incorporated by reference herein, commonly known as 1379 Garfield Avenue, S.W., Canton, Ohio. The real property and improvements together with all appurtenances, easements, right-of-ways, and common areas shall be referred to as the "Leased Premises."

2. **TERM:** This Lease shall be for an initial term of three (3) years commencing on July 1, 2016, and ending June 30, 2019.

3. **RENEWAL TERMS:** In the event that there are no uncured defaults of this Lease, Lessee may renew this Lease for three (3) additional three (3) year terms. Lessee shall submit to the Lessor written notice of its intention to renew not later than sixty (60) days prior to the expiration of the then current term. During any renewal term authorized herein, the terms and conditions hereof shall remain in full force and effect, except Rent which shall be the rental of the then expiring term adjusted to reflect the change in the Consumer Price Index from the time of the beginning of the then expiring term to the beginning of the renewal term, not to exceed three and one-half percent (3.5%).

4. **RENT:** Lessee agrees to pay the Lessor during the Term annual rent in the amount of One Hundred Twenty Eight Thousand, Five Hundred Forty Seven Dollars (\$128,547.00), payable in equal monthly installments of Ten Thousand, Seven Hundred Twelve Dollars (\$10,712.00), payable in advance on the first day of each month of the Lease Term. Although Lessee will be granted full possession of the Leased Premises on July 1, 2016, the rental obligation contained in this Section 4 shall not begin until November 1, 2016. The Lessor grants to the Lessee a deferment of the initial four (4) rental payments (July, August, September, and October 2016), which will be due in the form of Double payments in November and December of 2016; and January and February of 2017. In the event that the Rental Payment Date should fall on any day other than the 1<sup>st</sup> day of any month, that month's rental shall be prorated for the amount of days remaining in said month.

In the event that any of the monthly payments provided for above are not made by the tenth (10<sup>th</sup>) day of the month in which the same shall be due, a late charge of One Hundred Dollars (\$100.00) per day shall be due Lessor. The aforementioned late fee shall not be the sole remedy of Lessor, but shall be in addition to all of Lessor's other remedies available at law or in equity.

5. **PURPOSE AND USES:** Lessee (i) shall use and occupy the Leased Premises in a careful, safe and proper manner as a school and ancillary general office space related to the school's operation; (ii) will not commit or suffer waste therein;

(iii) will comply with all present and future laws, ordinances, rules, regulations, and requirements of the United States of America, the State of Ohio, and the appropriate government related to the use of the Leased Premises and occupation thereof and use the Leased Premises for no other purpose without the prior written consent of Lessor. For any assignment not specifically set forth above, Lessee must first obtain Lessor's prior written consent, which shall not be unreasonably withheld.

6. **ALTERATIONS AND FIXTURES:** Lessee may from time to time during the Term hereof or any renewal or extension hereof, make such interior non-structural alterations, additions, and changes (hereinafter "Alterations") in and to the Leased Premises as it finds necessary or convenient for its purposes with Lessor's prior written approval, which shall not be unreasonably withheld or delayed. At the expiration or termination of this Lease, Lessee may remove all of its personal property and fixtures as long as the same can be removed with no damage to the Leased Premises, or in the event that said removal causes damage, Lessee repairs any such damage. It is hereby acknowledged that Lessee will need to make renovations to the Leased Premises to make it suitable for Lessee's intended use as Beacon Academies (the "Lessee's Renovations").

7. **REPAIRS AND CUSTODIAL REQUIREMENTS:** Lessee shall, at its sole expense, (i) maintain the interior of the Leased Premises in good order and condition in accordance with good business practices, (ii) contract with a responsible heating, ventilating, and air conditioning contractor for the maintenance, at least quarterly, of the heating, ventilation, and air conditioning systems ("HVAC"), and (iii) maintain the sidewalks, parking lot, and landscaping. Lessee shall, at its sole cost and expense, (i) maintain all exterior portions of the building, including, but not limited to, the roof and structural walls, and (ii) be responsible for (a) any requirement of compliance with the Americans with Disability Act, the Rehabilitation Act of 1906, or any other federal, state, or local legislation, rule, regulation, ordinance, code, or other law regarding the Leased Premises and accommodating disabilities or handicaps, and (b) all repairs regarding the plumbing, heating, cooling, HVAC, and/or electrical systems of the Leased Premises. Notwithstanding the foregoing, Lessee shall be liable for any repairs due to the intentional, reckless, or negligent destruction of any portion of the Leased Premises by its employees, agents, guests, visitors, or students.

8. **MECHANIC'S LIENS:** Lessee shall not permit any mechanic's, laborer's, materialmen's, or other liens to stand against the Leased Premises for any labor, machinery, or materials furnished or claimed to have been furnished in connection with any work performed or claimed to have been performed on the Leased Premises solely for Lessee or under Lessee's control. If any such lien shall be filed or shall attach, the Lessee shall promptly either pay the same or procure the discharge of the same by giving security in any manner required or permitted by law. In the event of Lessee's failure to do any of the foregoing within sixty (60) days of the filing of the lien or attachment, Lessor may discharge the same and charge all costs in connection therewith to Lessee (in addition to all other remedies of Lessor), Lessee shall indemnify, hold harmless, and defend the Lessor from and against all claims, demands, judgments, damages, all liens or encumbrances, and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, or materials provided for herein.

9. **UTILITIES:** Lessee shall be responsible for the payment of all charges relating to its use of Utilities including, but not limited to: natural gas, water, usage of sewers, electricity, and trash removal. Lessee shall cause the transfer of such Utilities into the name of Lessee upon possession of the Premises.

10. **HOLDING OVER:** It is hereby agreed that in the event Lessee remains in possession of the Leased Premises after the expiration of the term of this lease, or any renewal or extension hereof, and is not in default of any provision herein, the tenancy shall be from month to month at a rental rate which is equal to a sum that is twenty five percent (25%) higher than the monthly rent charged during the Lease Year immediately preceding the holdover. Said tenancy shall be in accordance with all terms and provisions of this Lease, except rent as is provided for above, and shall not diminish in any respect Lessor's remedies with respect to Lessee's failure to Vacate.

11. **EXAMINATION:** Lessee shall permit the Lessor, or its agents, to enter upon the Leased Premises at reasonable times and upon reasonable notice (not less than 24 hours) to Lessee to examine the Condition of said Leased Premises.

Reasonable notice shall be determined based upon considerations regarding interruption of school operations, the learning environment and the health and safety of students and staff. Should Lessor enter the premises during school hours or other times when students are present, Lessor agrees to be escorted by tenant and to comply with all background checks required by law to ensure the safety of the students. Further, Landlord agrees to comply with tenant's charter contract, state and federal laws regarding student records and privacy and explicitly agrees to indemnify and hold tenant harmless for any violation by Landlord of FERPA

12. **EXPIRATION:** Lessee will surrender and deliver up the Leased Premises upon termination of this Lease in as good order and condition as the same now are, or may be put by the Lessor and Lessee, reasonable use, natural wear and tear, Acts of God, and casualty which Lessee is not responsible for the repair of, excepted.

13. **INSURANCE:** The Lessor shall at all times fully insure the exterior of the Leased Building with Fire, Casualty, and Extended Coverage insurance covering the Leased Building during the lease term in an amount of not less than one hundred percent (100%) of its full replacement value.

Lessee shall be responsible for providing the following insurance coverage: a) Liability Insurance covering personal injury and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence; b) Worker's Compensation insurance in an amount not less than the statutory minimum; and c) insurance on all of Lessee's personal property and fixtures to be located within the Leased Premises.

A Certificate of Insurance evidencing the coverage set forth above shall be furnished to Lessee and/or Lessor, as the case may be, upon request from the other party. Lessee's certificate shall name Lessor as an additional insured on any liability insurance obtained by Lessee.

14. **INDEMNIFICATION:** Lessee covenants and agrees to indemnify, defend, and hold harmless the Lessor from and against any loss, cost, judgment, or expense, including but not limited to, reasonable attorney's fees, incurred by or brought against Lessor arising out of (i) Lessee's operation of the Leased Premises, (ii) any breach by Lessee of the terms hereof, and/or (iii) the negligence, recklessness or intentional misconduct of Lessee. The provisions herein shall not be applicable in the event that the loss, cost, judgment, or expense results from the negligent, reckless, or intentional misconduct of the Lessor or Lessor's agents, employees, visitors, or invitees.

Likewise, Lessor covenants and agrees to indemnify, defend, and hold harmless the Lessee from and against any loss, cost, judgment, or expense, including but not limited to, reasonable attorney's fees, incurred by or brought against Lessee arising out of (i) any breach by Lessor of the terms hereof, and/or (ii) the negligence, recklessness, or intentional misconduct of Lessor. The provisions herein shall not be applicable in the event that the loss, cost, judgment, or expense results from the negligent, reckless, or intentional misconduct of the Lessee or Lessee's agents, employees, visitors, or invitees.

The terms of this Section 14 shall survive expiration or termination of this Lease.

15. **DEFAULT:** The following shall be deemed an event of default on the part of the Lessee:

(a) Failure to comply with the provisions (i) of Section 4 or any other payment obligation herein after seven (7) days' written notice of such default is received by Lessee, unless otherwise specifically set forth herein;

(b) Abandonment of the Leased Premises by the Lessee, by leaving the Leased Premises or a substantial portion thereof vacant or deserted for a period of over thirty (30) consecutive days, with the exception of the summer months when the Leased Premises may be substantially vacant, provided, however, that rent due hereunder shall continue to be payable hereunder;

(c) The failure of the Lessee to comply with any of its other obligations herein, which failure is not cured within thirty (30) days after its receipt of written notice of the Lessor;

(d) The failure of Lessee to remove or contest any tiers or encumbrances placed on the Leased Premises as a result of obligations or debts of the Lessee within sixty (60) days of the filing of said lien or encumbrance. Upon an occurrence of an event of default, Lessor, in addition to any remedies provided by law, may take such action, at Lessee's expense, as may be necessary to cure the default, the cost of which shall be payable by Lessee on demand, and/or Lessor may reenter and retake possession of the Leased Premises, with or without termination of the Lease.

Upon the occurrence of any event of default, as set forth above, Lessor shall have the following rights and remedies, in addition to those allowed by law or equity, any one or more of which may be exercised:

(1) Lessor may re-enter the Leased Premises outside of school hours and cure any default of Lessee, in which event Lessee shall reimburse Lessor as additional rent for any cost and expenses which Lessor may incur to cure such default.

(2) Lessor may terminate this Lease as of the date of such default, in which event: (i) neither Lessee, nor any other person claiming under or through Lessee, shall thereafter be entitled to possession of the premises, and Lessee shall immediately thereafter surrender the premises to Lessor; (ii) as allowed by law, Lessor may re-enter the premises outside of school hours and dispossess Lessee or any other occupants of the premises by force, summary proceedings, ejectment, or otherwise, and may remove their effects, without prejudice to any other remedy which Lessor may have for possession; and (iii) notwithstanding the termination of this Lease: (a) Lessor may recover all unpaid rent and other sums accrued through the date of termination; or (b) Lessor may re-let all or any part of the Leased Premises for a term different from which would otherwise have constituted the balance of the term of this Lease, and for rent and on terms and conditions different from those contained herein, it being expressly understood and agreed that the liabilities and remedies specified in clauses (a) and (b) above shall survive the termination of this Lease.

(3) Lessor may sue for injunctive relief, or to recover damages for any loss resulting from the breach.

16. **DAMAGE OR DESTRUCTION**: In the event that the Leased Premises shall be destroyed or so injured by the elements, or other cause, as to be damaged to a "substantial extent," Lessee shall have the option to surrender possession of said Leased Premises to the Lessor, and thereupon this Lease shall cease and be utterly void without further obligation on either party hereto, with the exception of any claims or causes of action resulting from any acts or omissions on the part of the Lessee or Lessor; provided, however, that if the damage or destruction is of the nature that the same could be repaired within a sixty (60) day period, this Lease shall continue in full force and effect, except that rental payments shall abate during the time required to complete the repair. In the event that Lessee shall not elect to terminate this Lease in accordance with this Section 16, Lessor shall use the insurance proceeds to rebuild the Leased Premises to at least as good a condition as existed prior to the damage or destruction. For purposes of this Section 16, the term "substantial extent" shall mean twenty five percent (25%) of the Leased Premises excluding parking and all other common areas.

17. **QUIET ENJOYMENT**: Lessor hereby covenants and agrees that upon Lessee's performance of all the covenants, conditions, and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Leased Premises without any manner or hindrance from Lessor, or any person or persons claiming by, through, or under Lessor.

18. **SUCCESSORS OF THE PARTIES**: This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective permitted successors, and assigns.

19. **SEVERABILITY**: All agreements and Covenants contained in this Lease are severable and in the event that any of them shall be held invalid by a competent court, this lease shall be interpreted as if such invalid agreements and Covenants were not contained herein.

20. **TAXES:** Lessor shall pay the real estate taxes and assessments, special or otherwise, public charges, ordinary and extraordinary assessments of every kind and nature whatsoever which are due levied, assessed, or imposed by any public authority with respect to the Leased Premises, real property, or any part thereof, or on any improvements at any time situated thereon or assessed on the interest of Lessor in or under this Lease or arising out of the Occupancy, use, or possession of the Leased Premises, subsequent to the commencement of the term of this Lease and during the term of this Lease, as well as any installments of assessments falling due during the term of the Lease, excepting the fact that Lessee shall be responsible for the payment of any and all taxes assessed upon the fixtures, furnishings, equipment, and all other personal property of the Lessee contained in the Leased Premises.

21. **NON-WAIVER:** No waiver of any breach or default of this Lease shall be implied from any omission by Lessor or Lessee to take action on account of any similar or different breach or default or from any acquiescence of Lessor or Lessee in any prior event of default. No express waiver shall affect any breach or default other than the breach or default specified in the express waiver, and that only for the time and to the extent therein stated.

22. **NOTICE:** Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be deemed to have been given or served only when (i) such notice or demand, in writing, is delivered by personal service or certified mail, return receipt requested, addressed as set forth below, or (ii) is sent via facsimile with a confirmation of proper transmission. Lessor and Lessee may designate such other addresses to receive notice as necessary in accordance with the procedure set forth in this paragraph.

TO LESSOR:                   The Trinity Evangelistic Association  
1612 West Tuscarawas Street  
Canton, Ohio 44708  
Attn: President  
Facsimile: (330) 453-5358

TO LESSEE:                   Beacon Academies  
C/O Amy Goodson, Esq.  
288 S. Munroe Rd.  
Tallmadge, Ohio 44278

23. **SIGNS:** Lessee may erect such signs upon, on, or around the Leased Premises as may be in compliance with appropriate local government regulations respecting the same.

24. **EMINENT DOMAIN:** If all of a substantial part of the Leased Premises shall be taken or appropriated for public or quasi-public use by the right of eminent domain, Lessee shall have the right, at its option, exercisable within thirty (30) days of receipt of notice of such taking, to terminate this Lease as of the date possession is taken by the condemning authority, provided, however, that before Lessee may terminate this Lease by reason of taking or appropriation as provided herein above, such taking or appropriation shall be of such an extent and nature as to Substantially impair Lessee's use of the Leased Premises. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to the Lessee for the taking of personal property belonging to Lessee, value of the Lessee Renovations, costs associated with Lessee's relocation, moving, or loss of business. No temporary taking of the Leased Premises, and/or of Lessee's rights therein or under his Lease shall terminate this Lease or give Lessee any right to any abatement of rent or other obligation thereunder.

25. **SUBORDINATION AND ATTORNMENT:** This Lease shall be subject, subordinate, and inferior to any mortgage that is or may hereafter be placed on the Leased Premises, and, in the event of foreclosure, Lessee agrees to attorn to the

mortgagee. Provided, however, that Lessee's obligation to attorn is expressly conditioned upon receiving the customary nondisturbance agreement from any such mortgage whereby the purchaser agrees to recognize Lessee's rights under this lease so long as Lessee is not in Default hereunder. Lessee will, upon demand, without cost, execute any instrument reasonably necessary to effectuate such subordination or attornment. If within five (5) days of submission of said instruments for execution Lessee fails to execute same, Lessor may execute the same as attorney-in-fact coupled with an interest for Lessee. Lessor shall exercise reasonable efforts to procure and deliver to Lessee duly executed nondisturbance agreements from any and all current and future mortgagees.

26. **TERMINATION:** In the event that either (i) the Community School Contract between the Ohio Department of Education and the governing authority of the Beacon Academies Canton Campus expires or is terminated or (ii) the Management Agreement by and between Beacon Academies Canton Campus expires or is terminated, Lessee may, in its sole discretion, elect to terminate this Lease. Lessee shall give Lessor thirty (30) days written notice of its intent to terminate pursuant to this Section 26.

Further this Lease shall terminate if Lessee's funding as an Ohio community school is reduced twenty-five (25%) or more of the government funding provided in the previous school year.

27. **RELATIONSHIP OF THE PARTIES:** Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of a partnership or of a joint venture between the parties hereto, or any relationship other than that of Lessor and Lessee.

28. **MODIFICATION:** This Lease shall not be modified unless in writing and duly executed by the parties hereto.

29. **CAPTIONS:** The captions used as headings for the various sections of this Lease are used as a matter of convenience for reference purposes only.

30. **COMPLIANCE:** Lessor warrants and represents that the Leased Premises is in compliance with all applicable building, fire, and safety codes, as amended.

31. **BROKERAGE:** Lessee and Lessor each represents and warrants that it has not dealt or consulted with any real estate broker or agent in connection with this Lease. Lessee and Lessor agree to indemnify and hold the other harmless from and against any claims by any real estate broker or agent claiming a commission or other form of compensation by virtue of having dealt with Lessee or Lessor with regard to this leasing transaction.

32. **HAZARDOUS MATERIAL:** Lessee covenants and agrees that it shall not receive, transport, store, process, manufactured, package, assemble, distribute, generate, produce, release, emit, or discharge (collectively "Treatment") at or from the Leased Premises any hazardous material or substances, as defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601, et seq., or any hazardous waste as defined under the Solid Waste Disposal Act, 42 U.S.C. 7401 et seq., or any toxic pollutants as defined under the Clean Water Act, 33 U.S.C. Sections 1251 at seq. Or as defined under any other applicable federal, state, or local law, rule, ordinance, or regulation ("Hazardous Materials or Substances"), or cause any contamination to the Leased Premises arising out of the presence of any hazardous substance or material. Lessee agrees to indemnify and hold Lessor harmless for any damages, losses, fines, penalties, costs, and expenses, including reasonable attorneys' fees and expenses (including court and administrative costs), incurred by or arising out of any claim for bodily injury (including death), property damage, contamination of or adverse effects on the environment as a reasonable result of Lessee's breach of any of the covenants contained in this paragraph.

If, after the Commencement Date, there is any spill, contamination, discharge, leakage, the release or escape of any Hazardous Material or Substance upon or affecting the Leased Premises which is the fault of Lessee, whether sudden or gradual, accidental or anticipated, or of any other nature (hereinafter "Spill"), Lessee shall immediately give Lessor written notice thereof and shall take all steps necessary to clean up such Spill and any contamination related to the Spill

and to restore the Leased Premises to substantially the same condition and utility that existed prior to the Spill, all in accordance with the requirements, rules, and regulations of any state or federal environmental department or agency having jurisdiction over the Spill, and Lessee shall allow Lessor or its agents or any state or federal environmental department or agency having jurisdiction thereof to monitor and inspect all clean-up and restoration related to such Spill at the sole cost and expense of Lessee.

Likewise, Lessor shall be responsible for and indemnify, defend, and hold harmless Lessee from any loss, cost, expense, judgment, fee (including, but not limited to reasonable attorney fees) which Lessee shall incur as a result of any environmental condition, contamination, or the presence of any substance or condition that violates federal, state, or local law which occurred prior to or after the Lessee's possession of the Leased Premises.

The terms of this Section 32 shall survive any termination or expiration of this Lease.

33. **NON-WAIVER**: Failure of Lessor or Lessee to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default or subsequent defaults of the same nature, and Lessor or Lessee shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. Acceptance of rent by Lessor from Lessee shall not be deemed a waiver of any default hereunder.

34. **WAIVER OF SUBROGATION**: Anything in this Lease to the contrary notwithstanding, Lessor and Lessee each hereby waives any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Leased Premises or any personal property of such party therein, by reason of fire, the elements, or any other cause which is normally insured against under the terms of standard fire and extended coverage insurance policies referred to in this Lease (but only to the extent of insurance proceeds received by reason thereof and only to the extent that said waiver will not invalidate any such coverage), regardless of cause or origin, including negligence of the other party hereto, its agents, officers, or employees, and each covenants that no insurer shall hold any right of subrogation against such other party.

35. **GOVERNING LAW, INVALIDITY OF ANY PROVISION**: This Lease shall be governed by and enforced in accordance with the laws of jurisdiction in which the Leased Premises are located. Any provision of this Lease which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Lease shall be of no effect, but all the remaining provisions of this Lease shall remain in full force and effect.

36. **ESTOPPEL**: Lessor and Lessee shall from time to time, upon not less than ten (10) days prior written notice by the other party, execute, acknowledge, and deliver to the requesting party an estoppel certificate, certifying whether this Lease is in full force and effect; the dates to which rents have been paid, and whether the requesting party is in default, and if so, specifying the nature of the default. It is intended that the estoppel certificate may be relied on by a prospective purchaser of Lessor's interest, or mortgagee, or assignee of any mortgage upon the Leased Premises.

37. **TERMS**: The terms Lessor and Lessee shall also include their respective agents, employees, representatives, permitted assigns, and successors, as the case may dictate.

IN WITNESS WHEREOF, the parties hereto have executed triplicate originals of this Lease on the day and year first above written.

LESSOR:  
The Trinity Evangelistic Association

By: David Lombardi  
Its: President

STATE OF OHIO  
COUNTY OF Stark

Before me, a Notary Public in and for said County and State, personally appeared David Lombardi *Trinity Evangelistic Association*  
an Ohio non-profit corporation, by David Lombardi, its President  
who acknowledged that he/she did execute the foregoing and that the same was his/her free act and deed and the free act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6<sup>th</sup> day of July, 2016.

Printed Notary Name: Brian Maarschalk

Brian J Maarschalk  
Notary Public Signature

Commission Expires: September 2019

By: Gregory Taylor  
Its: Board President

STATE OF OHIO  
COUNTY OF STARBUCK

Before me, a Notary Public in and for said County and State, personally appeared Beacon Academy  
an Ohio non-profit corporation, by Gregory Taylor, its Board President  
and \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that  
he/she did execute the foregoing and that the same was his/her free act and deed and the free act and deed of said  
limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20th day of June, 2016.

Printed Notary Name: Amy Goodson

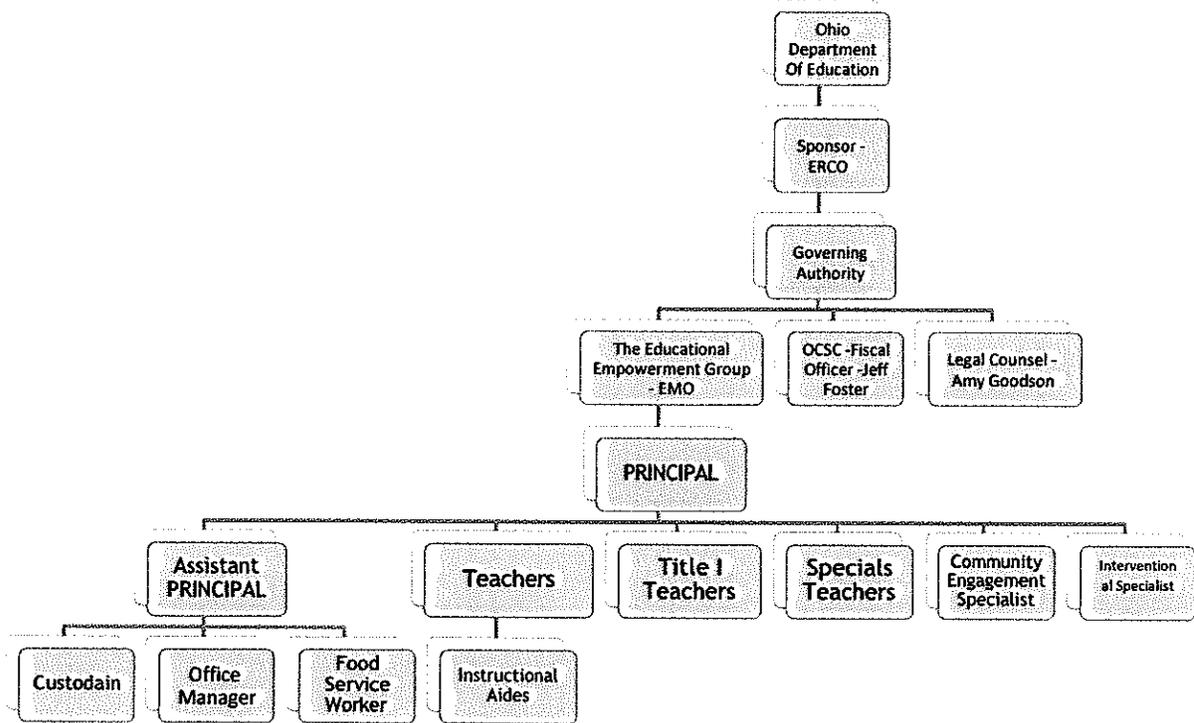
[Signature]  
Notary Public Signature

Commission Expires: N/A - Attorney

AMY E. GOODSON-BEAL  
Attorney at Law  
Notary Public, State of Ohio

**ATTACHMENT 6**

- A. Organization Chart**
- B. Chief Administrative Officer Contract**
- C. Management by Third Party Contract (if applicable)**



## Staffing Plan

Community School's program will be effective. Certain positions will vary in number in relation to student enrollment, and others may be provided via contracted services:

- Principal
- Assistant Principal
- Enrollment Secretary
- Teachers and Title I Teachers
- Instructional Aides
- Intervention Specialists
- Specials Teachers (Art, Music, and Physical Education)
- Health Aide/Nurse
- Psychologist
- Speech Therapist
- Custodian
- Food Service Staff
- Community Engagement Specialist

The Principal, Enrollment Secretary, will be the first two positions filled. As soon as the pool of candidates has been established and their applications and resumes are on file, paper screening will be the first step in the selection process. From there, interviews will be scheduled.

Students will learn and grow with at least a 28:1 student to teacher ratio. Students will have Highly Qualified Teachers, Instructional Aides, Title One Teachers, Intervention Specialists and a Community Engagement Specialist to assist with their educational endeavors. Intervention Specialists will serve the special needs student population through the exclusionary model, where each student will be educated in the least restrictive environment. Individual Learning Plans will be developed based on each student's needs, and Intervention Assistance Teams will stand ready to identify any academic issues and implement alternate strategies through the Response to Intervention process.

As set forth below, the School will ultimately be governed by the Board and then operated by The Educational Empowerment Group (EEG) and the Academy staff. EEG will provide a comprehensive management package that allows the building principal to focus on the day to day responsibilities of running a school ultimately, allowing them to focus on the quality of instruction that is being delivered to students in the School which ensures program success. The Principal will interview and hire staff based on a 28:1 student teacher ratio, serve as the instructional leader, and will supervise all instructional staff, based upon the Ohio Teacher Evaluation System, employed at the School site.

The Assistant Principal will be responsible for the supervision of non-instructional staff. EEG will provide all of the necessary functions and support that allow the Principal to focus on improving the quality of instruction. These would include and not limited to providing the educational program, professional development, curricular support, and procurement, state reporting including the student information system, food service, financial services, grants management, and facilities management. The School will receive consistent and on-going support from EEG. The School staff will be asked to complete a yearly survey evaluating the management company. The survey results will assist the management company in continual improvement and modifications.

As we recruit and interview for our instructional leader and staff we will seek individuals that possess the following characteristics. We believe that the ten personal characteristics that define our excellent staff are: focused with a vision and mission, promotes learning (lifelong learner), excels in communication practices, self-motivated and able to motivate others, problem solver, excels in management skills, organized, confident, patient, and supportive. These characteristics are important because an effective staff will guide our organization to success. In the realm of educational leadership, principals are creating today's citizens and the leaders of tomorrow; their influence is great upon the opportunities available to all their constituents. Staffs who believe strongly in promoting a school vision and unifying all stakeholders to accomplish well defined goals will foster an organization focused with collaborative efforts to obtain student success. Staffs who maintain the importance of student learning and lifelong learning will promote opportunities for individual and organizational growth and development. John Quincy Adams once said, "If your actions inspire others to dream more, learn more, do more and become more, you are a leader." Our staff must understand and be willing to be lifelong learners. A staff that sees their position as the chief learning officer will ensure that their stakeholders are continually learning and growing in the process. Our staff must inspire others to achieve their possibilities. A staff that values communication will find themselves surrounded with stakeholders who listen and respect them, because they have been listened to, validated, consulted with, actively

involved, and feel united towards a common good. Additionally, strong communication skills will open doors to possibilities, options, ideas, and further help our organization reach its fullest potential. Our future staff should be practicing skills such as organization, patience, and problem solving, establishing skills and strengths. School staffs who exhibit effective leadership characteristics will create and nourish a learning environment determined to foster success. The Academy will utilize various forms of recruitment methods to hire the best possible staff. We intend to hire staff from within the local and surrounding areas. Our website will have all available positions listed and a section where possible candidates can apply on-line. We will also use local papers and on-line teaching web-sites to post our available positions. Representatives from our Human Resources department will attend College recruitment fairs to recruit top teaching candidates that are entering their teaching career.

Upon the hiring of the Principal he/she will also recruit, interview, and hire teachers that fit our educational approach. After narrowing the number of candidates based on initial application information, interviews will be scheduled and held. All employment will be in accordance with the Equal Employment Opportunity policy statement.

## Management Agreement

(July 1, 2016)

This **MANAGEMENT AGREEMENT** ("Agreement"), is made and entered into by and between EEG Beacon Academy, LLC, an Ohio limited liability company ("EEG") and Beacon Academy, a non-profit education corporation (the "School"), (which is governed by a Board of Directors herein referred to as the "Board") (individually a "Party" and collectively the "Parties").

### RECITALS

**WHEREAS**, the School has requested or secured authorization from the Sponsor (as hereinafter defined) to operate a community school pursuant to the Ohio Community School Law.

**WHEREAS**, the School is aware of the increasing need for greater educational alternatives for children in its community to receive a 21st century education that provides connection, purpose and mastery which in-turn creates opportunities in careers and/or college.

**WHEREAS**, the School desires to contract with EEG to receive such management, educational, financial, and other consulting services necessary to form and operate a school, and EEG desires to contract with the School to provide such Management Services; and

**WHEREAS**, the School and EEG are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and management by EEG on behalf of the School.

**NOW THEREFORE**, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**1. Management Services to be provided by EEG.**

In order to support the School in delivering the terms of the Contract, EEG in exchange for the fees provided herein agrees to provide the School, in accordance with the terms of the Contract, the School's Mission and Purpose and all applicable laws, the management and day-to-day operation functions as follows:

**A. Education Program.** EEG shall implement the educational program and the program of instruction. EEG shall provide all administrative and educational services of the School. EEG shall be responsible for the day-to-day supervision of administrative and teaching staff and the day-to-day supervision or implementation of the educational program of instruction. EEG will be responsible for the following areas:

- Recruitment and hiring of all staff including Administrative, Educational and support staff (collectively "Staff"). Prior to the commencement of and during the school year, determine the staffing levels including teachers and the applicable grade levels and subjects required for the operation of the School, and recommend such teachers, as required by law, to the School. All teachers shall hold the requisite teaching certificate in accordance with applicable law. Staff may work on a full- or part- time basis.
- Professional Development of all staff including Administrative, Educational and Support Staff. Provide training in its methods, policies, curriculum, student information systems, special education, program, and technology to personnel on a regular and continuous basis.
- Management of day-to-day activities of Staff.
- Performance and Evaluation of Staff which includes assigning, disciplining, transferring and terminating personnel, consistent with the Contract, Mission, and state and federal law. EEG shall keep the Board informed of all Staff related actions and decisions on a regular basis.
- Evaluate, recommend and oversee implementation of course and curriculum design.
- Develop, maintain and administer all State-mandated and other testing.
- Select and negotiate terms of procurement of teaching guides, curricula and aids utilized to implement the educational program.
- Perform repeated evaluation, assessment and continuous improvement of the School's educational program, curriculum and program.
- Provide periodic reports on student performance, and whether educational goals and measurements are being achieved as required by the Charter/Contract for Community School.
- Perform quality data tracking, including but not limited to student data such as attendance, performance, student earned credits, graduation rates, etc.
- Provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.

**B. Strategic Planning.** EEG shall design strategic plans for the continuing success of the School.

**C. Education Management Information System and State Reporting:** EEG will provide staff to oversee the SIS (DASL, SOES and ODDEX) and all functions of state reporting.

- Responsible for entering all student data and information into the student information system while working in conjunction with the school staff.
- Responsible for submitting all necessary state reports on time and ensure reports for accuracy.
- Responsible for submitting Federal Low Income Count and Economic Status.
- Responsible for submitting Special Education Data.
- Responsible for Reporting of Staff Data.
- Responsible for submitting Course Data.
- Responsible for CRDC reporting as needed.

**D. Federal Programs/Comprehensive Continuous Improvement Plan:** EEG will provide staff to oversee CCIP.

- Review and Oversee the Decision Framework.
- Train and Oversee the Ohio Improvement Process.
- Complete needs assessment and planning tool while working in conjunction with the school staff.
- Work in conjunction with the school leader and school treasurer to complete the budget and budget revisions as needed.
- Work in conjunction with the school's treasurer on completing project cash requests and final expenditure reports.
- Assist with audits as needed.

**E. Public Relations/Student Recruitment.** EEG will design, coordinate and manage the public relations strategy for the development of beneficial and harmonious relationships with other organizations, the community and agencies.

- Responsible for recruiting and informing the community about the School. All such recruiting and community education activities shall be reported to the Board in a timely fashion.
- Responsibility for enrolling students into the School in accordance with the rules and procedures established by law, the Ohio Department of Education ("ODE"), and the Board.

**F. Financial Management.** EEG will assist in providing any information required by the Sponsor, Charter School, Ohio State Department of Education or its auditors.

- Assist in preparation of the budget and financial reports as reasonably requested by the School's designated Fiscal Officer for submission to the Board for approval.

**G. Compliance Management.**

- Reports and documentation to the Sponsor
- Reports to the Ohio Department of Education
- Policies for the Board
- Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting.
- Provide all information and written reports requested by the Board
- Meet with the Board as reasonably requested by the Board
- Building code compliance

**H. Reporting.** EEG shall prepare for submission to the Board, the following reports:

- A report on the School's activities and progress of the goals and standards set forth in the Charter between the Board and the Sponsor, which said report shall be submitted no later than 90 days following the close of the academic year.
- All reporting requirements established by the Charter School Law.
- A monthly report setting forth any statistics and other information reasonably requested by the Board or the Sponsor.
- Prior to the beginning of each fiscal year, a proposed and projected annual budget which shall be subject to the approval of the Board.

**I. Student Records.**

- Provide maintenance of Student Records in accordance with state, local and federal requirements.
- Arrange for student information system.
- Maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations
- Maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations.
- All Student Record information shall remain the property of the School and, to the extent not immediately available to the School, EEG may retain a copy of such records subject to the confidentiality requirements of this agreement and applicable laws.

**J. Services to Special Needs Students. EEG shall ensure compliance with applicable laws and regulations concerning services to Special Needs Students.**

- Manage and oversee the necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with state and federal rules, regulations and policies.

**K. Facility/Facility Planning. While the School shall hold the lease interest in the School Facility, EEG shall:**

- Identify necessary components of and possible ideal locations for the School's Facility. The School shall hold the lease interest in the School facility.

- When a qualified potential School Facility is located, negotiate the lease or purchase of the School Facility.
- Building Code Compliance.
- Negotiate and/or arrange for all agreements for utilities utilized by the School, including without limitation, electricity, oil, gas, telephone, cable, water and waste charges and for all buildings and grounds non-personnel cleaning, maintenance and upkeep.
- Consult on physical facility layout, maintenance and capital improvements.
- Assign to the School Administrative team, such EEG personnel as are necessary to carry out the obligations and duties of EEG under this agreement; such assigned EEG personnel shall be permitted to utilize appropriate office space within the School, School personnel for administrative and clerical support, and School facilities, supplies and equipment at no cost to EEG.
- Suggest improvements in the School facility as needed for the School's operations and the health and safety of the School's students.

**L. Procurement - Management of Equipment/Furniture/Property**

- Research, investigate and evaluate possible manufacturers and equipment that can assist the School to achieve its mission.
- Negotiate and arrange for leases and purchase agreements
- Inventory of Equipment
- Select phone system, furniture, office machines, computers and other equipment procurement.
- Select, negotiate terms of procurement of, and arrange for the delivery of student meals and drinks.
- Procure teaching supplies.

All equipment, furniture, fixtures, instructional materials and supplies, software, computers, printers, other digital devices, and other personal property purchased by the School or by EEG with funds that were paid to EEG by the School as payment for services rendered, are property of the School and are not property of EEG.

**M. Subcontracts.**

To fulfill its obligations under this Agreement, EEG may contract with others to provide services or goods to the School, including without limitation The Educational Empowerment Group, LLC, and EEG reserves the right to recommend the subcontracting for any and all aspects of all

services it performs for the School under this agreement, including without limitation payroll and/or any technology services.

**N. School Superintendent.**

EEG shall select the superintendent or educational leaders and establish employment terms in consultation with the Board. The Board reserves the right to have final approval of the School Leader.

**2. Obligations of the Charter School.**

**A. Compliance with Law and Regulation.** The School and the Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter, conducting all required Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's Code of Regulations. EEG shall propose and the Board shall adopt, with consultation from legal counsel, reasonable rules, regulations and procedures applicable to the School and EEG shall be required by the School to enforce such rules, regulations and procedures at all times.

**B. Other Services.** To the extent that the School elects not to contract with EEG for any of the products or services provided for in this Agreement, the School shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter.

**C. Insurance.** The School shall comply with any insurance provisions as required by the Sponsor and Charter School Law which includes but not limited to General Casualty and Risk Insurance on the School Facility.

**3. Term and Termination.**

a. **Initial Term.** The term of this Agreement shall commence upon the Effective Date and shall expire on June 30, 2019 (the "Initial Term").

b. **Renewal.** Upon expiration of the Initial Term, this Agreement shall be automatically renewed for 3 additional terms of 3 years, or such other renewal period agreed upon by the Parties in writing and allowed by the applicable law, unless either party provides the other party with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term".

- c. **Termination.** Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
- i. By both Parties if they agree in writing to the termination;
  - ii. By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Sponsor as required by applicable Ohio law and regulation and such termination or withdrawal of authorization results in the defunding of the School prior to the close of the Academic Year;
  - iii. Either Party files for bankruptcy or has a bankruptcy suit filed against it, which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors.
  - iv. Termination by the School. The School may terminate this Agreement in the event (i) the Contract is terminated or non-renewed, or (ii) EEG materially breaches this Agreement or causes a material breach of the Contract and (A) EEG does not cure said material breach within 30 days of its receipt of written notice from the School, or (B) if the breach cannot be reasonably cured within 30 days, EEG does not promptly undertake and continue efforts to cure said material breach within a reasonable time. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the School.
  - v. Termination by EEG. EEG may, at its option, terminate this Agreement upon the occurrence of any of the following events: (i) excluding the first year of operation, if any academic year results in a material operating deficit, as reasonably determined by the School and EEG, provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; (ii) the School fails to pay any fees due to EEG within thirty (30) days of receiving written notice that such fees are due; (iii) the School is in material default under any other condition, term or provisions of this Agreement or the Contract, which default is not caused by an act or omission of EEG, and (A) the School does not cure said material breach within 30 days of its receipt of written notice from EEG, or (B) if the breach cannot be reasonably cured within 30 days, the School does not promptly undertake and continue efforts to cure said

material breach within a reasonable time; (iv) any decrease in state or federal funding in excess of 10% of the funding for the prior academic year for the School's students provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; or (v) any School Facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the school is damaged so that, in EEG's reasonable discretion, providing, maintaining, or continuing of School operations would be unfeasible, economically or practically, in the reasonable determination of EEG, provided that notice of termination is delivered by EEG to the School within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.

- d. **Notice of Termination.** In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than February 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year.
- e. **Obligations on Termination.** In the event this Agreement is terminated by either Party for any reason prior to the end of the Agreement's term:
- In the event that the School or EEG elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay EEG the fees due to EEG pursuant to "Fees" Section herein, then EEG shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the School fails to continue to pay the Fees owed to EEG pursuant to "Fee" Section herein, EEG may terminate the Agreement after the expiration of the 14-day period for notice and cure of non-payment.
  - Upon termination of this Agreement for any reason whatsoever, the School shall (i) immediately pay to EEG and/or any of EEG's affiliates any monies owing to such person or entity, and (ii) promptly return to EEG any materials containing the Educational Model, EEG's methods of instruction or operation and, subject to paragraph (b) below, all EEG's real and personal property, the Parties acknowledging that, subject to paragraph (b) below, all such material purchased by EEG with EEG's funds in furtherance of this Agreement shall be property of EEG. EEG shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records

and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement.

- Upon termination of this Agreement for any reason, the School shall have the right at its sole option, exercisable by written notice to EEG delivered within 30 days of the final date of termination, to (i) have all personal property leases relating to operation of the School assigned to and assumed by the School, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by EEG and used exclusively or primarily in connection with the operation of the School. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. This Section shall survive any expiration or termination of this Agreement. For purposes of this Agreement, the "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by EEG.
- All School financial records shall be made available to the School's independent auditor.

4. **Financial Terms.**

**Payments.** The following shall represent the financial responsibilities between the Parties. The School shall also pay a monthly continuing fee to EEG of Sixteen Percent (16%) of the School's Qualified Gross Revenues, less the amount of any outstanding Default Costs and Expenses ("Fee"). "Qualified Gross Revenues" shall mean the revenue per student received by the Corporation from the State pursuant to the Ohio Revised Code, excludes transportation and facility funding.

- The School shall pay any costs required by the Charter not specifically included in this Agreement. While EEG will be the hiring agent and employ all school staff, the School will be responsible for paying all associated payroll and staffing cost.

- All furniture, computers, software, equipment, or other personal property purchased with state funds that are paid to EEG for use in operation of the school is property of the School and is not property of EEG.
- As approved by the Board, Parties may agree to have EEG act as its payment agent for various other expenditures not included in the Continuing Fee. EEG will be entitled to reimbursement for these expenses without interest or cost greater than the dollar-for-dollar reimbursement on a monthly basis as they are incurred upon the submission of appropriate documentation.
- EEG will invoice the School monthly according to the Continuing Fee. The School shall make all such fee payments to EEG within ten (10) calendar days of the delivery by EEG to the School of an invoice therefore. EEG may charge interest at lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Ohio law, for any invoices unpaid more than sixty (60) days unless such failure to pay is the result of funds being withheld from the School due to a failure by EEG to perform under the terms of this Agreement, or if the School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State or Charter Authority of funding due, or if the School is disputing any charges. The School shall notify EEG of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Ohio. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, EEG shall refund such amount to the School.
- To the extent that any adjustments as a result of a state audit are the result of EEG failure to adequately perform its responsibilities under this Agreement or the Charter, EEG will be required to either: (i) return any required funds to the School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding of the School, reduce the fees invoiced the School by the amount that funding is withheld.
- Survival of Obligations. This Section shall survive any expiration or termination of this Agreement until all payments properly incurred prior to the date of such expiration or termination shall have been paid in full.
- Should EEG ever advance or loan the School money, EEG shall document all expenses and items associated with these advances or loans and shall work with the School's fiscal officer to report such to the Board. Any interest charged on these advances or any other moneys loaned to the School by the EEG shall bear interest at a fair market rate.

5. **Proprietary Information**

To the extent that materials, documents or ideas were, or are, owned, designed, developed, formulated, written by or created by EEG, the School agrees that EEG shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials provided by EEG, its employees, members, Board of Directors, officers or subcontractors, except for personal property purchased with state funds for use in the operation of the School that were paid to EEG by the School as payment for services rendered (Such property is property of the School in accordance with 3314.0210 of the Revised Code.) The School shall have the right to use such materials during the term of this Agreement. To the extent materials, documents or ideas were formulated by, written by or created by EEG, EEG shall have the sole and exclusive right to license such materials for use by other school districts, customers or other persons or entities or to modify and/or sell materials. The School shall treat any proprietary information owned, designed, developed, written, or created by EEG as though it were a trade secret or protected by copyright, and shall use efforts as may be reasonably requested by EEG in writing to refrain from disclosing, publishing, copying, transmitting, modifying altering or utilizing such proprietary information during the term of this Agreement or at any time after its expiration other than the extent necessary for implementation of this Agreement.

6. **Indemnification.**

- **Indemnification by EEG of the Board.** To the extent not covered by insurance or not barred by any state legislation, EEG shall defend, indemnify and hold the Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by EEG, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall apply to any successful indemnification claim brought against the School under its indemnity obligations set forth in Charter School Contract. In no event shall this indemnification apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of EEG shall survive the termination of this Agreement. EEG shall have the right, at its own expense, to participate in the defense of any suit, without relieving EEG of any of its obligations hereunder.

- **Indemnification by the School.** To the extent not covered by insurance or not barred by any state legislation, the School shall defend, indemnify and hold EEG and their respective agents and employees harmless against and from all costs, expenses,

damages, injury or loss (including reasonable attorney's fees) to which EEG and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any EEG officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of the School shall survive the termination of this Agreement. The School shall have the right, at its own expense, to participate in the defense of any suit, without relieving the School of any of its obligations hereunder.

- **Indemnification Procedure.** The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

7. **Limitation of Liabilities.**

- In no event will the School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of EEG, its directors, officers, employees, or agents.
- In no event will EEG and their respective employees or agents be responsible or liable for the debts, acts or omissions of the School, its directors, officers, employees, or agents.
- **Charter School Insurance.** The School shall maintain and keep in force insurance at no less than the minimum levels required by the Charter, applicable law, or both. Further, the School may elect to maintain additional coverage. EEG shall be included as an "additional insured" as to any such coverage. The School will also maintain and keep in force Director and Officer's Insurance in the amount required by the Sponsor or by the Charter, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.
- **Liability Insurance.** Liability insurance for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School will be the responsibility of the Charter School.

**8. Notices.**

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the Charter School: Beacon Academy, Inc.

CC: Amy E. Goodson, Esq.  
288 S. Munroe Road  
Tallmadge, OH 44278

If to EEG: EEG Beacon, LLC.  
Attention: Officers  
526 S. Main St., Suite 509  
Akron, Oh 44311

**9. Miscellaneous.**

- **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- **Successors and Assigns.** The terms and provisions of this Agreement shall be assignable by either Party only with the prior written consent of the other, which consent shall not be unreasonably withheld; provided that a change in control of EEG or its managing member, notice of which shall be provided by EEG to the Board, shall not be deemed a violation of this Agreement.
- **Complete Agreement; Modification and Waiver.** This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly

set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

- **Force Majeure.** If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
- **No Third Party Rights.** This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.
- **Professional Fees and Expenses.** Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.
- **Governing Law.** This Agreement shall be governed and controlled by the laws of the State of Ohio. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Ohio, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.
- **501(c)(3) Status.** The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance from the IRS that the Charter School is a tax exempt organization under Internal Revenue Code Section 501(c)(3).
- **Counterparts.** This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.
- **Compliance with laws, policies, procedures, and rules.** Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.
- **Interpretation of Agreement.** The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated

and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

- **Headings; Exhibits.** The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
- **Electronic Signatures.** This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
- **Status and Relationship of the Parties.** EEG is a limited liability company organized under the laws of in Ohio, and is not a division or a part of the School. The School is a Ohio not-for-profit education corporation authorized by the Charter School Law and is not a division or part of EEG. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of EEG shall be deemed to be an agent or employee of the School. EEG shall be solely responsible for its acts and the acts of its agents, employees and subcontractors and the School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between EEG and the School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement executed by EEG and the School.
- **Additional Programs.** The EEG shall not be obligated to provide any goods or services under the Agreement that are not explicitly agreed to with the Board. The Board and EEG may decide that EEG may provide additional programs which are not inconsistent with

the Contract or state or federal law. Payment for such programs or services shall be negotiated by the Parties separate and apart from this Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

**Beacon Academy, Inc.**

**EEG Beacon, LLC.**

By: Margery Taylor

By: Wendy Rydarowicz

Title: BOARD PRESIDENT

Title: CEO

Date: 5-9-16

Date: 5-9-16